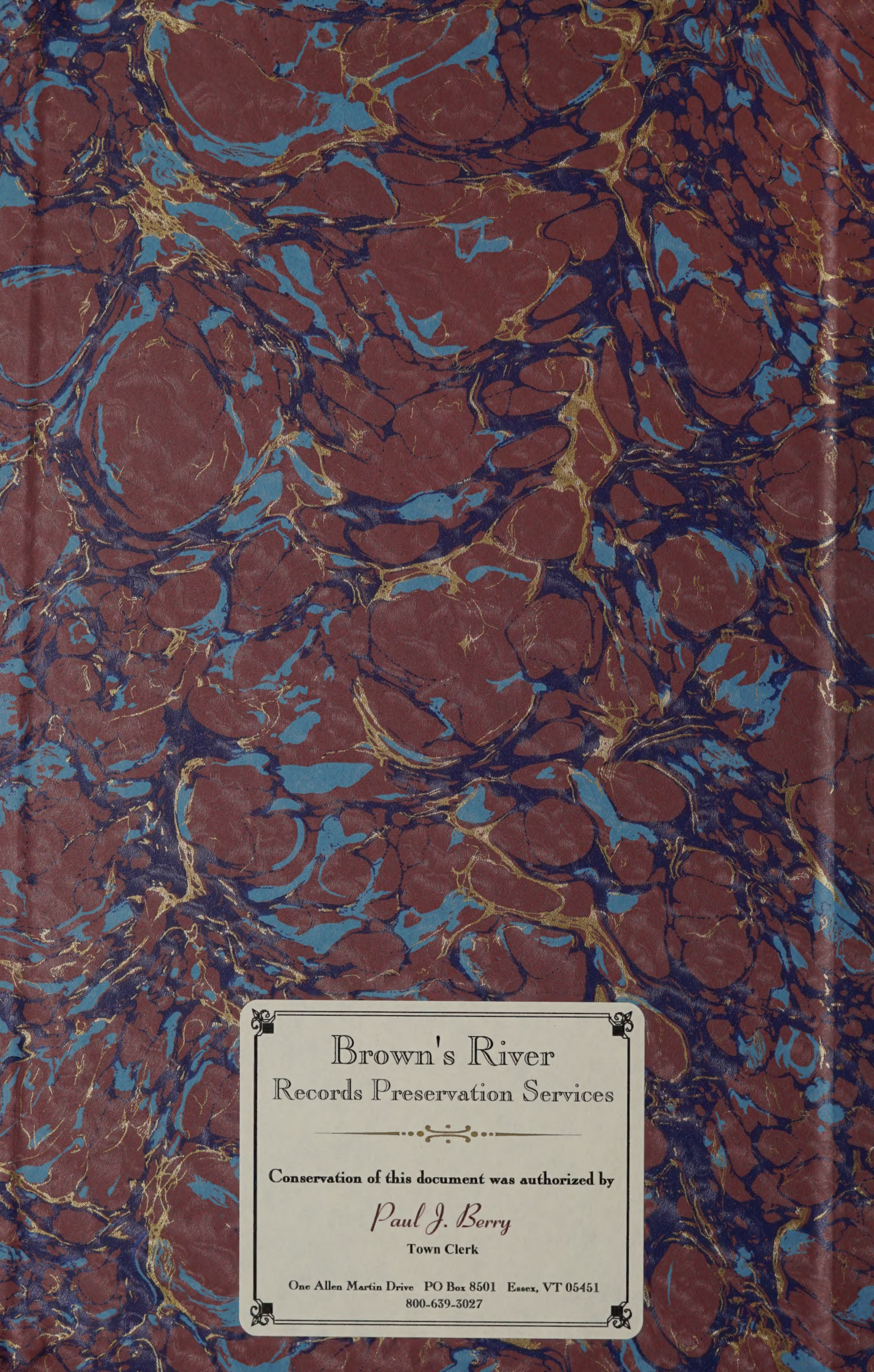

Brown's River

Records Preservation Services

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Paul J. Berry

Town Clerk

One Allen Martin Drive PO Box 8501 Essex, VT 05451

800-639-3027

shall, unless accompanied by such bond, be entitled, in case of a default by the Railway Company hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of all bonds secured hereby, and of all coupons and claims for interest not so transfered or pledged.

Article 10. No delay or omission by the Trustee in exercising the rights and powers herein granted shall be held to exhaust, or impair such rights and powers, or be construed as a waiver thereof; but it is hereby mutually agreed that the holder, or holders of four-fifths in amount of the bonds at the time outstanding may, by an instrument in writing, signed and acknowledged by them, at any time, whether before or after the institution of foreclosure proceedings, waive, or instruct the Trustee to waive, any default on the part of the Railway Company; provided always that a waiver of default in the payment of interest shall be construed only as postponing to a time specified the time for the payment of the overdue interest, and that no waiver of any kind shall extend to or be taken to affect any subsequent default, or impair the rights resulting therefrom.

Article 11. The Trustee may, from time to time, release by proper instrument or instruments from the lien of this Indenture and mortgage any of the mortgaged property, provided cash or outstanding bonds of said issue or other property of equal value, be substituted therefor and subjected to the lien hereof, so that such release will not impair the security of the bondholders. Cash or bonds so substituted as aforesaid shall be deposited with the Trustee, and such bonds shall be forthwith cancelled. Cash so deposited may be used by the Railway Company in payment for new or additional property, equipments or materials useful in its

business and subjected (with no prior lien thereon) to the lien of this mortgage; and such cash shall be paid to the Treasurer of the Railway Company or his order by the Trustee upon request, accompanied by a duly certified copy of a resolution of the Board of Directors of the Railway Company authorizing such application of the money, provided the Trustee be satisfied that the foregoing provisions are complied with. In default of the receipt of such request and copy of resolution within ninety days after the deposit of the cash with the Trustee, the fund shall thereupon be invested by the Trustee and held by it as a part of the mortgage security, in like manner as is hereinafter provided in case of unapplied insurance money. For the purpose of satisfying itself as to the value of any property sold, exchanged or otherwise disposed of or released hereunder and any property substituted therefor, or as to any other pertinent fact, the Trustee is authorized to accept and act upon the certificate of any disinterested person selected by it with reasonable care for the purpose of investigating such questions. All expenses incurred in connection with any release shall be paid by the Railway Company. Property added or permanent improvements made before the execution of the release may be treated as substituted for the property released, provided the Trustee shall be notified, at or before the actual acquisition and possession of the new or additional property, that the same is intended as the basis of a future release.

The Railway Company, as long as it is not in any default under this instrument, may replace any of its equipment, machinery and tools with others, and sell such of them as shall have been replaced or worn out, as it may see fit, but so that it shall not create any mortgage or charge in priority to these presents or impair the value of this security, provided that the amount disposed of without the consent of the Trustee shall not exceed

in value the sum of $1,000 in any given six months; and the lien hereof shall attach to the new or substituted property immediately upon possession thereof by the Company. The rights of replacement and sale in this paragraph reserved may be exercised without any consent of or release from the Trustee, it being understood that they are not subject to the provisions of the first paragraph of this article.

No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of this authority; nor shall any purchaser of worn or replaced machinery, equipment or tools be under obligation to ascertain or inquire into the occurrence of the event on which any such sale is hereby authorized.

The Railway Company agrees, at any time on request, to furnish the Trustee a schedule showing, with reasonable detail, the items of property covered by the lien hereof or intended so to be.

Article 12. The Railway Company shall and will, at any and all times, upon a written request of the Trustee, furnish to it, upon blanks provided by it for the purpose, a statement in writing showing accurately its financial condition, including in such statement especially an account in full detail of the assets and liabilities of the Railway Company and an exhibit of the earnings and operating expenses, given month by month, for and during a period of at least a year prior to the time of making such request.

The Railway Company further covenants and agrees, at all times until said bonds, with interest, shall be fully paid, to permit the Trustee, its agents, clerks, attorneys or auditors, for that purpose to be duly authorized, fully to inspect all the books of

account of the Railway Company, together with all its books, reports, memoranda or other papers, and to take such extracts therefrom as may be deemed expedient. But said Trustee shall be under no obligation to require any such statement or to make such inspection save as it may desire or elect.

Article 13. The Railway Company covenants that it will pay all valid taxes, assessments and public charges, of whatsoever nature, which may from time to time be levied upon the mortgaged franchises and property, or any part thereof, or upon any interest therein; that it will well and truly pay and discharge all the principal of and interest on said bonds as the same become due and payable respectively; that it will not suffer or permit any lien of mechanics or material men or others, of any kind, or any incumbrance of any kind; that it will not suffer or permit any default to occur under this mortgage, but will faithfully observe and perform all the conditions and requirements hereof; and that it will keep the insurable property subject to this mortgage at all times insured in such sums as shall reasonably protect the same, the policies to be payable, in case of loss, to the Trustee hereunder. In case of loss, the Trustee shall allow the insurance money received to be applied by the Railway Company toward the replacement of the property destroyed or injured, if the Railway Company so requests in writing, and shall upon such request use said money to reimburse said Railway Company for the expense of such replacement, upon receipt of satisfactory evidence of such expense. Vouchers signed by the President and Treasurer, or Vice Presidents and Treasurer of the Railway Company shall be sufficient evidence of the facts to protect the Trustee in any action taken under the provisions of this paragraph; provided, however, that the Trustee shall have the right in each

case to make an investigation of the facts by an agent appointed by it, and the Railway Company shall pay all expenses connected with such investigation; but if said Railway Company should not, within sixty days from payment of the loss, request in writing to have the insurance money so applied, then it shall be invested by the Trustee in good securities and form part of the trust property hereby conveyed and shall, together with all interest and accumulations thereon, be subject to the provisions of this Indenture in like manner as the other property hereby covered, except that the possession thereof shall be held by said Trustee during the continuance of this mortgage.

Article 14. All bonds secured or to be secured hereby shall at once be executed by the officers of the Railway Company and delivered to the Trustee, who shall hold, certify and deliver them as hereinafter provided.

One hundred and sixty (160) thereof, being those numbered from 1 to 160, inclusive, shall be certified and delivered forthwith to the President and Treasurer of the Railway Company or on their written order.

The balance of the bonds, being numbered from 161 to 200 inclusive, shall be retained in the hands of the Trustee until certified, and they shall be certified and delivered by it, from time to time in instalments, to the Treasurer of the Railway Company for the time being, or on his order, but only on the following conditions and in the following manner, viz:—

Whenever there shall be presented to the Trustee a certificate in writing, signed and sworn to by a majority of the Board of Directors, for the time being, of the Railway Company, stating in substance that in addition to the property possessed by the Company on July 1, 1901, and covered by this mortgage (and exclusive of such as is required to satisfy the requirements contained in the

next Article), it has acquired and is possessed of plant, machinery, equipments or other property, to the amount in such certificate stated (the improvements, additions or extensions to be described with reasonable detail), accompanied by a report of some engineer, selected by the Trustee and believed by it to be competent and disinterested, showing that he has examined the improvements, additions or extensions embraced in the Directors' certificate, and that the same, in his opinion, are worth, for the purposes of the Company, the amount stated in said certificate of a majority of the Directors; then the Trustee shall certify and deliver, out of said bonds numbered from 161 to 200 inclusive, one bond for every fifteen hundred dollars ($1,500) worth improvements, extensions or additions, certified to as aforesaid, and subjected by supplemental indenture to the lien of this mortgage, free from all prior liens or incumbrances. The issue of such bonds must have been duly approved by the Board of Railroad Commissioners (such certificate to be accompanied by a verified copy of the order passed by said Board relating thereto); and in case the purpose for which the additional bonds are authorized, as specified in such order of the Board, shall be in whole or in part the acquisition of property or equipments not already owned and possessed by the Railway Company at the date of such order and subjected to the lien hereof, then, so far as authorized for such additional property or equipments, the bonds shall be certified and delivered only upon its being shown to the Trustee by such sworn certificate of the Directors that the property or equipments for the acquisition of which the said bonds are authorized have been actually acquired by the Railway Company and subjected to the lien hereof, free from any other or superior lien. The Trustee shall be under no duty to investigate the truth of the facts stated in any such certificate or report, and all parties in interest hereby agree that

the Trustee shall not incur any loss or liability in certifying or delivering additional bonds if it acts in good faith on the statements made in the certificate and reports above provided for and all bonds so certified and delivered by the Trustee shall be valid and entitled equally with the others issued hereunder to the benefit of the mortgage security, regardless of any question as to whether the provisions of this Article have been complied with.

Article 15. Should the Railway Company at any time or times exercise as to any or all of said bonds the option reserved to it in the bonds themselves to redeem the same at any time after the expiration of five years and before maturity by paying a premium of five per cent. (5%) on each bond called, it shall cause notice thereof to be printed once or more a week for at least four successive weeks next prior to the redemption in some daily newspaper printed and published in the said city of Boston, the first publication of notice in each such newspaper to be at least thirty days before the date specified in the published notice for such redemption; and at such date all interest on the bonds called shall cease, all calls for redemption shall be made through the Trustee, and the numbers of the bonds to be redeemed shall be determined by the Trustee by casting lots. It is further understood and agreed that if, after any bond has been called for payment, the same shall not be presented to the Trustee for redemption on or before the date fixed therefor in the published notice, the Railway Company may deposit with the Trustee to the credit of such bond, designated by the number thereof, a sum of money in gold coin equal to the principal thereof, and in addition five per cent. (5%) premium thereon, together with a sum in like gold coin equal to the interest accrued on the bond to the date fixed for redemption as aforesaid, and ceasing on said date, which deposit shall be full payment of the bond and coupons belonging

subject as between the Railway Company and the holder thereof. Said deposits in the hands of the Trustee shall draw no interest. Thereafter said thereafter said bonds and the coupons thereto belonging shall be excluded from participation in the lien and security afforded by these presents, and the holder shall look for the payment of the bond and accrued interest only to the sums so deposited in the hands of the Trustee, and in no event to the Railway Company; but said sums so deposited shall be held by the Trustee to the credit of and for the payment of said bond, and shall be paid by the Trustee to the holder thereof upon the presentation and delivery to it of such bond, together with all the outstanding coupons thereto belonging. At any time, upon the presentation to the Trustee for cancellation of all said authorized issue of bonds and coupons which at the time shall have been issued and outstanding, or upon the presentation of a portion thereof cancelled (all of said bonds having been duly called for payment) and the deposit by the Railway Company with the Trustee of a sum of money in such gold coin sufficient to pay at the rate aforesaid all of said bonds and interest that are not presented to the Trustee in accordance with the call therefor, the Trustee shall cancel and discharge this mortgage or deed of trust as fully and to the same effect as if the total issue of said bonds and coupons had been paid by the Railway Company at the maturity thereof. The bonds called and redeemed under this Article 15, together with the coupons thereto belonging, shall be forthwith cancelled by the Trustee and delivered, with the coupons attached, to the Railway Company.

It is further expressly understood and agreed that the Railway Company may, from time to time, advertise for proposals for sale to it of bonds of said issue by notice inserted once a week for at least two successive weeks in some daily newspaper printed and published in said city of Boston, and that

in case proposals for the sale of such bonds, at a rate not exceeding one hundred and further cent and accrued interest, shall be received by the Railway Company on or before a date specified therefor in the published notices, it may purchase the offered bonds, or any of them, at the rate at which the same have offered (not exceeding said rate of one hundred and further cent.). All bonds purchased by or on behalf of the Railway Company shall, together with the coupons belonging thereto, be surrendered to the Trustee for cancellation; and the Trustee, after cancelling the same, shall deliver them to the Railway Company. No bonds redeemed or purchased by it shall be reissued.

Article 16. The Railway Company agrees that it will, from time to time, make such additions to and repairs of the tracks, buildings, machinery, power houses, electric lines, railways and equipments embraced or to be embraced in the mortgaged premises as may be required to keep and maintain them in first-class repair and in condition for performing good and efficient service; and that it will diligently prosecute its business and do everything that lies in its power to preserve and maintain the rights, privileges and franchises appertaining thereto.

The Railway Company, for itself, its successors and assigns, hereby further covenants with the Trustee, its successors and assigns, that it is well seized in fee simple of all the mortgaged real estate and property hereinbefore described; that the same are free from all encumbrances; and that all the hereby mortgaged property, real and personal, together with the rights, privileges and franchises thereto appertaining, against the lawful claims of all persons the Railway Company will forever warrant and defend.

Article 17. The Railway Company further covenants and agrees to and with the Trustee, its successor or successors or assigns, that

the Railway Company shall and will from time to time, and at all times hereafter, so long as any of said bonds and coupons shall remain outstanding, make, execute, acknowledge and deliver to the Trustee, its successor or successors and assigns, all such other and further assurances, conveyances and deeds, for the better conveying and assuring to the Trustee and its successor or successors for the purpose and upon the trusts expressed herein, the premises hereinbefore mortgaged or intended or agreed so to be, as by the Trustee, its successor or successors and assigns, or by its or their counsel, may reasonably be devised, advised or required, all of which instruments the Railway Company shall cause to be reasonably and promptly filed and recorded.

Article 18. The Trustee shall be entitled to be reimbursed for all proper outlays of whatever sort or nature in or about this Trust, including counsel fees, and to receive a reasonable compensation for any duties that it may at any time perform for the discharge of the same; and all such disbursements and compensations shall constitute a first lien on the mortgaged property and premises, and on all sums in the Trustee's hands hereunder. It shall be entitled to advice of counsel on all matters concerning the trust, and shall be held only to exercise of reasonable care and diligence in relation to taking possession of, controlling, operating, managing and selling the premises and property aforesaid, or otherwise carrying out the provisions of this instrument. When the Trustee acts by agents or attorneys, it shall not be responsible for their negligence or wrong doings; but it shall be held to the exercise of reasonable care in selecting, retaining and discharging them. The Trustee shall not be bound to recognize any person or party as a holder of any of said bonds, nor to take any action at his request, unless his bond or bonds are submitted to the Trustee for inspection, or his ownership thereof is otherwise shown to its satisfaction; and the

Trustee may, if it so desire, require the said bonds so submitted to be deposited with it and retained until it shall have completed the action requested by such bondholder. Nor shall it, prior to notice of default, be any part of the Trustee's duty to effect insurance against fire or other damage of any portion of the mortgaged property, or to renew any policies of insurance, or to keep itself informed or advised as to the performance of any of the Railway Company's covenants, or the payment or discharge of any taxes, assessments or liens that may be imposed upon the property, real or personal, sought to be affected by this mortgage, or to require the payment or discharge of such taxes, assessments or liens; but the Trustee shall have the right, in case of neglect of the Railway Company, to attend to any of these matters. No Trustee hereunder shall have any responsibility as to the validity of this mortgage, or as to the execution, acknowledgement, recording or renewal hereof, nor as to the amount or adequacy, as security, of the property hereby conveyed. The recitals herein contained are made by the Railway Company solely.

Article 19. The Trustee may resign, and discharge itself of the trusts created by these presents by notice in writing to the Railway Company, its successors or assigns; but such resignation and discharge shall take effect only upon the appointment of a successor, appointed by a court of competent jurisdiction upon the petition of the Trustee or some party in interest, or by a writing, as hereinafter provided. In case the trust shall become vacant by reason of the resignation, incapacity or any other cause of the Trustee or any successor, it shall be lawful for the holders of a majority in amount of the bonds then outstanding to appoint a successor by a writing by them signed, or for any court of competent jurisdiction, in default of such appointment, to appoint such successor on the application of the holders of not less than

a majority in amount of the bonds then outstanding and upon such appointment being made, the said trust being accepted, any such successor or substitute Trustee shall, without further act or deed, become vested with all the estate, rights and powers, and shall perform all the duties of Trustee in like manner and with the same effect as if he had been named in this instrument as a Trustee. Any new Trustee shall be an incorporated trust or loan and trust company, and one incorporated under the laws of Massachusetts. Upon the appointment of any successor Trustee, all the mortgaged or trust property shall immediately and without conveyance vest in it; but the outgoing Trustee shall nevertheless, at the request of any person interested, but at the expense of the trust, execute, acknowledge and deliver to the new Trustee such deeds of conveyance or other instruments in writing as may be appropriate to vest or confirm in the new Trustee the mortgaged or trust property.

Article 20. If the Railway Company, its successor, successors or assigns, shall and do well and truly pay or cause to be paid unto the several persons, bodies politic or corporate, who shall become holders of the bonds hereby intended to be secured, the several sums of money expressed therein on the day and time hereinbefore mentioned for payment thereof, together with the interest last aforesaid on the same, according to the provisions of said bonds and to the provisions hereof, then and from thenceforth, this Indenture and the estate hereby granted or conveyed, or intended so to be, and the trust hereby created, as well as the said bonds, shall cease, determine and become void, anything hereinbefore contained to the contrary notwithstanding, and satisfaction shall be forthwith duly entered by the Trustee or Trustees for the time being upon the record of this Mortgage or Indenture.

In Witness Whereof, the said Marlbo-

rough and Westborough Street Railway Company has caused these presents, and also two duplicates hereof, to be signed in its behalf by W. N. Davenport, its President, and its corporate seal to be hereto affixed, and attested by A. M. Bridgman, its Clerk; and the said American Loan and Trust Company in token of its acceptance of this mortgage and the trusts contained herein, has caused these presents to be signed by N. W. Jordan, its President, and sealed with its corporate seal, attested by its Secretary on this the 25th day of July, A. D. 1901.

Marlborough and Westborough Street
Railway Company,
By Wm. N. Davenport
President.

Attest: A. M. Bridgman
Clerk.

American Loan and Trust Company,
By N. W. Jordan
President.

Attest [illegible]
Secretary.

Commonwealth of Massachusetts.
Suffolk, ss. Boston, July 25, A. D. 1901.

Personally appeared the above-named W. N. Davenport, President, and A. M. Bridgman, Clerk, of the Marlborough and Westborough Street Railway Company, and severally acknowledged the foregoing instrument by them signed, to be the free act and deed of said Company, before me.

Thomas Reed
Justice of the Peace.

July 27, 1901, at 2 o'clock P. M. Received and

entered in Records of Mortgages of Personal Property in Clerk's Office of the town of Westborough, Massachusetts, Libro 52 Folio 54.

F. H. Bullard.
Town Clerk.

A true copy; Attest:
Chas. L. Fairbanks,
Town Clerk.

Receive and recorded
August 2. 1901 at 12 o'clock noon.

St Bernards Lodge. - Marlboro' Savings Bank

Know all men by these presents that Saint Bernard's Lodge of Free and Accepted Masons, an association of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Eight Hundred Dollars to said Lodge paid by The Marlborough Savings Bank, a corporation existing under the Laws of said Commonwealth and having its usual place of business in Marlborough in the County of Middlesex and said Commonwealth the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Marlborough Savings Bank the following goods and chattels, namely:

All furniture, carpets, regalia, Jewels, Musical Instruments, Pictures, Implements, Decorations, Crockery, stove, and Kitchen utensils connected and used therewith. Also all property of any, (and every) kind and description owned and belonging to said Saint Bernard's Lodge and contained in the Masonic Lodge Rooms situated on the south side of Main Street in Southborough Center so called in said Southborough.

And it is hereby agreed that all furniture, carpets, decorations, pictures, instruments and articles of any description which may be added to the above mentioned chattels, shall at once on such addition become subject and vest under this mortgage the same as if they were contained in said rooms and owned by us when this mortgage is given

To have and to hold all and singular the said goods and chattels to the said Marlborough Savings Bank and its successors and assigns to their use and behoof forever,

And said Lodge hereby covenant with the grantee that said Lodge is the lawful owner of the said goods and chattels; that they are free from all incumbrances, that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if it or its successors or assigns shall pay unto the grantee, or its successors or assigns, the sum of Eight Hundred Dollars in two years from this date with interest as stated in a note of even date signed by said Grantor, and until such payment shall keep the said goods and chattel insured against fire in a sum not less than One Thousand Dollars for the benefit of

the grantee and its successors or assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or its representatives, attempt to sell or to remove from said Southborough the same or any part thereof,- then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or its successors or assigns may sell the said goods and chattels at Public auction, first giving ten days notice in writing of the time and place of sale to said Lodge or its representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or its representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by it or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to said Lodge or its successors, administrators or assigns.

And it is agreed that the grantee, or its successors or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that until default in the performance or observance of the condition of this deed said Lodge and its successors and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under it may take immediate possession of said property, and for that purpose, may, so far as it can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof the said Saint Bernard's Lodge has caused its seal to be affixed and these presents to be signed in its name and behalf by Francis D. Newton its Treasurer, hereto duly authorized and approved this fourth day of September in the year one thousand nine hundred and one

St Bernard's Lodge of Free and Accepted Masons SEAL
By Francis D. Newton Treasurer

Southborough September 4th 1901

We hereby certify that this Mortgage is given by authority of Saint Bernards Lodge with the approval of us the Master and Warden of said Lodge

Lorenzo C Newton Master
Bert E Kemp Warden

Received and recorded October 19, 1901 at 6.25 P. M.

A true copy
Attest
Chas. L. Fairbank
Town Clerk

S A Randall, et al. - D. F. O'Connell

Know all men by these presents that we S. Augusta Randall of Southborough in the County of Worcester and Commonwealth of Massachusetts, and Stephen A Randall her husband; in consideration of Five Hundred Dollars paid by Daniel F. O'Connell of Marlborough, in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Daniel F O'Connell the following goods and chattels, namely:

One pair dark chestnut horses, ages eight and ten respectively, named Billy and Jerry; one brindle colored cow; one black and white cow; two twin holstein cows; two all red cows; two all black cows; three Jersey cows; one two-horse wagon; two one-horse wagons; one concord wagon; one one-horse tip cart; one tip cart harness; one set double harness; one two-horse tip-cart and harness; one two-horse cart; one buckeye mower; one one-horse rake; six plows; one wheel spring tooth harrow; one A harrow; all the small farming tools and implements; one traverse pung; one two-horse sled; one buggy harness; one seed sower; one spring tooth cultivator; one cultivator; one corn planter; and any horses or cows bought by me to replace those mentioned above, or to be added thereto together with each and every other article of personal property

on the farm where I reside in the northerly part of said Southborough and known as the "Fitzgerald Farm" and all the household furniture in the house where I live on said premises.

This mortgage is a renewal of a mortgage from said Randall to said O'Connell dated April 18th 1901, and recorded on the records of the Town of Southborough, Book 5, Page 253.

To have and to hold all and singular the said goods and chattels to the said Daniel F. O'Connell and his executors administrators and assigns, to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors, administrators or assigns shall pay unto the grantee or his executors, administrators, or assigns the sum of five hundred dollars on demand from this date, with interest as stated in a note dated April 18th 1901, signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than five hundred dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such insurance companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note shall be void

But upon any default in the performance or observance of the foregoing condition the grantee, or his executors, administrators, or assigns may sell the said goods and chattels at public auction first giving ten days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks

Received of S Augusta Randall and Stephen A Randall satisfaction in full of the within mentioned note, and this mortgage is hereby discharged
Southborough, September 16. 1903
Stamps F C'Connell
A True copy, Attest: Chas L. Fairbanks Town Clerk

in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or his representatins shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us, or our executors administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, we and our executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same; but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as we can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said S. Augusta Randall and Stephen A. Randall hereunto set our hands and seals this tenth day of December in the year one thousand nine hundred and one.

Signed sealed and delivrd in presence of

Effie J Baker
J J Shaughnessy

} S Augusta Randall (L.S.)
Stephen A Randall (L.S.)

Receivd and recorded Dec. 10, 1901 at 1h. 30 m. P.M.

A true copy,
Attest:
Chas. L. Fairbanks
Town Clerk

A. E. Hutt - C. P. Jones

Know all men by these presents, That I, Albert E. Hutt of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of four hundred seventy-eight and 60/100 dollars paid by Claude P. Jones of said Southborough, the receipt whereof is hereby acknowledged do hereby grant, sell, transfer, and deliver unto the said Claude P Jones, the following goods and chattels, namely;

Two Horses; 1 two-horse wagon; 1 Two horse Lift Cart; One one-horse farm wagon

To have and to hold all and singular the said goods and chattels to the said Claude P Jones and his executors administrators and assigns, to their own use and behoof forever

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of four hundred seventy-eight and 60/100 dollars on demand after this date, with interest as stated in my note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than three hundred dollars for the benefit of the vendee, and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part of them to be attached on mesne process, and shall not, except with the consent in writing of the Vendee or his representatives attempt to sell or to remove the same or any part thereof, then this deed as also the aforesaid note shall be void

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving fourteen days notice of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County, And out of the

money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Albert E Hutt hereunto set my hand and seal this fourteenth day of April in the year one thousand nine hundred and two

signed and sealed in presence of

Bert E Kemp. Albert E Hutt (L.S.)

Received and recorded April 17. 1902 at 9 o'clock A.M.

A true copy, Attest:
Chas. L. Fairbanks.
Town Clerk

Commonwealth of Massachusetts

I Marcella Mitchell of Southborough in said Commonwealth, married woman, hereby certify that the name of my husband is Louis Mitchell, that I propose to do business on my separate account, under the name of Mitchell, that the nature of the business proposed to be done by me is that of Contracting and that the place where such business is to be done is at No on Cherry Street, in the village of Fayville in the town of Southborough in said Commonwealth,

In witness whereof I hereunto set my hand this third day of May A D 1902

Marcella Mitchell

A true copy, Attest:
Chas. L. Fairbanks
Town Clerk

Received and recorded May 3, 1902 at 7 o'clock PM

George A Joslyn - to - Chas E Upton - Edward C Choate

Know all men by these presents

That I George A Joslyn of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of two hundred and twenty-five (225) dollars paid by Chas E Upton, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles E Upton the following goods and chattels, namely

All tools, machines, stock, furnaces, store etc. including all things used in plumbing trimming and piping in store of said George A Joslyn at Southborough Center.

To have and to hold all and singular the said goods and chattels to the said Charles E Upton and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons

In witness whereof I, the said George A Joslyn hereunto set my hand and seal this twenty-seventh day of March in the year one thousand nine hundred and two

Signed, sealed and delivered in presence of

Geo A Joslyn [LS]

Southboro Mar 27, 1902

I, Charles E Upton, in consideration of one dollar and other valuable considerations hereby transfer and set over unto Edward C Choate all the property conveyed to him by this instrument.

To have and to hold to the said Edward C Choate his heirs and assigns forever.

In witness whereof I hereunto set my hand this 27th day of March 1902

Chas E Upton

Received and recorded
August 14, 1902 at 8.30 a.m.

A true copy Attest:
Chas L Fairbanks
Town Clerk

Southboro. Sept 15, 1902
I Edward C Choate in consideration of one dollar and other consideration hereby transfer and set over unto Chas E Upton all the property conveyed to me by this instrument.
To have and to hold to the said Chas E Upton and assigns forever
In witness whereof I hereunto set my hand and seal this 15th day of Sept. 1902
Edward C Choate

A true copy, Attest
Chas L Fairbanks
Town Clerk

Commonwealth of Massachusetts

I Helen A Howe of Southborough in said Commonwealth, married woman, hereby certify that the name of my husband is Allen D Howe, that I propose to do business on my separate account, that the nature of the business proposed to be done by me is that of carrying on a lodging and boarding house, and that the place where such business is to be done is at the house of said Helen A Howe situated on the south side of the Town Way leading from the main street in said Southborough southerly by the house of George F Barney toward Fayville in said Commonwealth and I propose to carry on said business under the name of Helen A Howe.

In witness whereof I hereto set my hand this second day of January A.D. 1902

Helen A Howe

Signed in presence of
Chas F Church Jr.

A true copy Attest
Chas L. Fairbanks
Town Clerk

S A Randall et al — A W Fitzgerald

Know all men by these presents that we, S Augusta Randall and Stephen A J Randall both of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Three Hundred Dollars paid by Andrew W Fitzgerald of Marlborough in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Andrew W Fitzgerald, his heirs and assigns, the following goods and chattels, namely:

All the crops growing on a farm where we live and owned by said Fitzgerald in Southborough, Mass., consisting of grass and hay, potatoes, onions and corn, beans, cabbage and all the vegetables growing on said farm, together with all the fruit growing on the trees on said farm, meaning hereby to include all the crops and fruit raised on said farm during the season of 1902.

This mortgage being given as a renewal to a mortgage given from the grantors to the grantee dated June 12th 1901 and recorded on the records of the Town of Southborough, book 5, Page 260

To have and to hold all and singular the said goods and chattels to the said Andrew W Fitzgerald and his executors, administrators and assigns, to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances; that we have good right to sell (the same) as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we, or our executors, administrators, or assigns shall pay unto the grantee, or his executors administrators, or assigns, the sum of Three Hundred Dollars on demand from this date, with interest as stated in a note dated June 12, 1901, signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than ____ Dollars for the benefit of the grantee and executors administrators,

and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee, or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof except in the regular course of trade; - then this deed, as also the aforesaid note, shall be void

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any to us or our executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed we and our executors, administrators and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as we can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof, we, the said S Augusta Randall and Stephen A J Randall hereunto set our hands and seals this twenty-fourth day of June in the year one thousand nine hundred and two

Signed, Sealed and delivered in the presence of
Effie Baker
Frank P O'Donnell

S Augusta Randall (L.S.)
Stephen A J Randall (L.S.)

Received and recorded June 25th 1902 at 7.30 a m
A true copy, Attest:
Chas. L. Fairbanks
Town Clerk

S. N. Thompson - Winfield Temple

Know all men by These presents
That I, Samuel N Thompson, of Southborough, County of Worcester, Massachusetts, in consideration of one dollar and other valuable considerations paid by Winfield Temple of Marlborough, Mass., the receipt whereof is hereby acknowledged do hereby grant, sell, transfer, and deliver unto the said Winfield Temple the following goods and chattels, namely,

All the hay in the barn formerly owned by me in said Southborough, said barn being on the north side of Cross Street, estimated at two tons

To have and to hold all and singular the said goods and chattels to the said Winfield Temple and his executors, administrators, and assigns to their own use and behoof forever

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I the said Samuel N Thompson hereunto set my hand and seal this twenty-second day of August in the year one thousand nine hundred and two

Samuel N Thompson (L.S.)

Signed Sealed and delivered
in the presence of

A true copy. Attest:
Chas. L. Fairbanks,
Town Clerk

Know all men by These presents
That I, Carlo Perlati, of Oxford, in the County of Worcester, and Commonwealth of Massachusetts, he has hired, leased and received of Francis Wright the following described Furniture, Goods and Chattels, viz:.

1 Chamber Set (Ash)
1 Spring
1 Soft Top Mattress
1 Kitchen Table

For the use or rent of which he promises to pay said Francis Wright or his legal representatives the sum of ten dollars and per month, until the sum so to be paid for the use or rent shall amount to the sum of Forty-three dollars and seventy-five cents, at which time all rent and claim of Carlo Perlati or his legal representatives, for said Furniture Goods and Chattels, are to cease. But in case of neglect by him to pay for use and rent as aforesaid, before such time as said sums, so to be paid for use or rent, shall amount to the said sum of Forty three dollars and seventy-five cents, said Francis Wright and his legal representatives, shall have the right and privilege of entering any house or place, in which said Furniture, Goods and Chattels may be, and removing the same therefrom, without being taken or deemed guilty of any manner of trespass or tort; and therefore Francis Wright shall and will waive all right to demand, recover or receive, from said Carlo Perlati or his legal representatives any money or thing whatsoever, which may have been paid him by Carlo Perlati for on account of said Furniture, Goods or Chattels; and he promises and agrees that he will not injure, sell, convey, remove or re-let said Furniture, Goods or Chattels; and that in case of any default or neglect to pay for use or rent, as aforesaid, he will on demand, return said Furniture, Goods or Chattels, to said Francis Wright or his legal representatives.

Witness — hand and seal, This —
day of July 3 A D 1902

Executed and delivered
in presence of
Nathan F. Wadsworth

Carlo Perlatti

A true copy attest.
Chas L. Fairbanks
Town Clerk

Recorded and received at 9.30 P.M.
Sept 5. 1902

Salvino Latty - Benilde Latty

Know all men by these presents That I Salvino Latty of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of twelve hundred dollars paid by Benilde Latty of said Southborough. the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Benilde Latty the following goods and chattels, namely:

Three Derricks, Hoisting machine and all the tools and fixtures connected with the Quarry operated by me in Hopkinton, Mass., where said property is now located, and also two horses, one Concord buggy, one democrat wagon, one farm wagon, one express wagon one horse pole, whips, blankets, harnesses, together with rack and every other article of personal property connected with my stable in said Southborough, where said last named property is now located.

To have and to hold all and singular the said goods and chattels to the said Benilde Latty and her executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels, that they are free from all incumbrances, that I have good right to sell the same as aforesaid, and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators or assigns shall pay unto the grantee or her executors, administrators or assigns the sum of twelve hundred dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than twelve hundred dollars for the benefit of the grantee and her executors, administrators and assigns, in such form and in such insurance companies as they shall approve, shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or her

representations, attempt to sell or to remove from said Hopkinton and said Southborough the same or any part thereof, then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or her executors, administrators, or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough and Hopkinton, And out of the money arising from such sale the grantee, or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by her or them in relation to the said property; or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or her executors administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under her may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom

In witness whereof I the said Salvino Latty hereunto set my hand and seal this eighteenth day of October in the year one thousand nine hundred

Signed Sealed and Delivered
in the presence of
Frank O'Donnell

Salvino Latty (L.S.)

Received and Entered Oct. 20, 1902 at 9h 15m P.M.
A true copy, attest:
Geo. L. Fairbanks
Town Clerk

Edith Lawrence - Mary E Williams

Know all men by these presents

That I Edith Lawrence executrix of the will of George Lawrence, deceased, the mortgagee named in a certain mortgage of personal property given by Mary E Williams and Samuel F Williams to George Lawrence aforesaid dated December 7th A D 1897 and recorded on the records of the Town of Southborough with the records of personal property do hereby acknowledge that I have receive from Mary E Williams, one of the mortgagors named in said Mortgage full payment and satisfaction of the debt secured thereby; And in consideration thereof I do hereby cancel and discharge said Mortgage and release and quitclaim unto the said Mary E Williams the personal property thereby conveyed.

In witness whereof I hereunto set my hand and seal this Thirtieth day of October A D 1902

Signed and sealed in the Presence of
J J Shaughnessy

Edith Lawrence (L.S.)

A true copy. Attest:
Chas. L. Fairbanks
Town Clerk

Shanahan Woolfolk & Co. -
United States Fidelity & Guaranty Co.

Know all men by these presents, that we: D. Shanahan, E. M. Shanahan, D. X. Shanahan, J. F. Shanahan; all of Louisville, in the State of Kentucky, W. C. Flannery, of Washington, District of Columbia, and E. H. Woolfolk, now of Framingham, in the Commonwealth of Massachusetts, co-partners, carrying on business in said Commonwealth of Massachusetts, under the firm name and style of Shanahan, Woolfolk and Company, in consideration of twenty-five thousand (25,000) dollars in cash to us in hand paid by the United States Fidelity and Guaranty Company of Baltimore, in the State of Maryland, the receipt whereof is hereby acknowledged, and in further consideration of the assent by the said United States Fidelity and Guaranty Company to the present payment to Shanahan, Caspari and Company, or to said Shanahan, Woolfolk and Company of the sum of ten thousand (10,000) dollars, by the Commonwealth of Massachusetts by virtue of and under four certain contracts between said Shanahan, Caspari and Company and the Metropolitan Water and Sewerage Board, dated May 9, 1901, which contracts are now being performed by said Shanahan, Woolfolk and Company, from certain moneys reserved by said Commonwealth under section twenty-two of said contracts, and in further consideration of the assent given by the United States Fidelity and Guaranty Company to the past payments by said Commonwealth under said section twenty-two to said Shanahan, Caspari and Company or Shanahan, Woolfolk and Company, and of the assents now given or hereafter to be given by the said United States Fidelity and Guaranty Company to similar payments by said Commonwealth, do hereby grant, sell, transfer and deliver unto the said United States Fidelity and Guaranty Company the following goods and chattels, situated in the towns of Framingham, Maynard and Foxboro in said Commonwealth, being used in connection with the carrying on of said contracts hereinbefore referred to; said articles being enumerated and particularly as follows:-

List of Plant, S. K. & Co.,

1 Screening plant at Powers-
gravel pit consisting of
1 20 H. P. engine
1 " " " boiler
1 sand and gravel elevator
1 rotary screen
200 feet 1" hose
1 gravel bin
1 sand "
Con-duction #2 at tunnel #1
2400 feet 12 lb. rail
4 concrete cars - 1/2 yard capacity
9 mules
5 carts
3 wagons
1 gasoline engine 3 H. P.
1 pump 2" suction (Myers make)
1 tank (Wood 3,000 gal.)
1200 feet 2" pipe
5 sets cart harness
3 " wagon "
2 3' gage trucks
1 blacksmith shop and outfit
1 lot shovels
1 lot picks
1 lot mattocks
1 lot wheelbarrows
3,000 feet of lumber
90 linear feet of centers
90 " " " sidewall forms
2 Edson hand hoists - 4"
" 4" columns & screws
" " arms

Plant total tunnel #2

1 crushing plant complete consisting of
1 gates (#5 crusher

Exit of plant of N. K. & Co.

1 35 Elevator chain buckets
1 sand bin
1 stone bin
1 35 H.P. engine
1 steam turbine 2"
1 60 foot boom derrick
2 5/8" steel cables - 350' long
2 Ledger under engine (2 drums)
1 boom swing gear
1 300' 5/8" cable (steel)
4 4" columns - and screws
1 4" apron for column
1 blacksmith outfit
1 Battery
1,000 feet lead wire
2,000 feet 2" pipe
500 " 1 1/2 pipe
1900 " 25 lb. & 30 lb. T. rail
3 steam cars
3 steel skips 1 1/2 yds. capacity

#1 camp on tunnel #2

1 72" × 36" boiler
2 lots derrick fittings
1 set American Hoist derrick fittings
1 blacksmith shop and outfit
1 lot of steel
1 lot bar iron
1 lot wood screws
1 " " bolts
1 " tubing
2 team trucks
1 buffalo drum
1 lot iron blocks
1 lot galvanized guy rope
1 woodworking outfit
1 lot of 1" 1 1/2 & 2" bits (small lot)
1 " wheelbarrows

List of Plant S. V. & Co.

23 carts
23 sets cart harness
6 wagons
7 sets wagon harness
1 set stocks and dies
3 jacks
1 lot drill fixtures
1 lot bike fixtures

East Portal Tunnel #2

1500" 2" pipe
600' 1½ pipe
1400 25 lb. & 30 lb. rails
3 Trans cars
1 blacksmith shop complete
1 lot steel
200' 1" pipe
1 Portable engine 20 H. P.
1 " crusher 9 x 15
1 chain elevator
1 stone bin
16 Edson hand pumps 4"
18 sand and gravel screens
18 drag scrapers
1 gasoline engine
1 2" Myers pump
1 tank (wood) 4,000 gal. capacity
1 2 horse geared roller
1 portable gate crusher
700' 2" pipe
100' 1½ pipe
100' 1" "

Mt. Vist 3.

5 Tram cars
2250' 12 lbs. 25 lbs. 30 lb. rail
1 Carlson concrete mixer
1 20 H. P. Boiler & engine
1 #4 Symons crusher
1 36' Elevator

List of Plant U. H. 1-60.

1 Blacksmith outfit
1000' 2' and 1 1/2' pipe

Cut East 3.

500' 2" pipe
600' 35 lb. rail
4 columns & arms
2 Tram cars
1 blacksmith shop & outfit
20 steam drills 3 1/4
16 sections rubber air hose
5200' 4" pipe
150' 8" "
4000' 5" "
2 250 H.P. double cross compound Corliss engines with inter coolers
2 300 H.P. Nme boilers
4 mules
12 horses
2 gasoline engines
1 Knowles 2" pumps
2 Cameron pumps 2" suction
1 set office fixtures desk, safe, etc.,
270' ditch centers
270' of side rail forms
8 feet lumber
90 feet of 3" I beam forms
20' mules
1 horse
4 wheel scrapers
4 wagons
10 carts
1 trap
1 buggy
12 drag scrapers
36 iron bed wheelbarrows
36 wood bed wheelbarrows
5 dump cars
2 water tanks
4000 feet pipe (1" 1 1/2" x 2) in the fittings
1 screening plant and concrete mixer

consisting of 1 revolving screen 1 cubicle mixer
1-20 H.P. boiler, 1 26 H.P. engine, 1 elevator,
cars, chutes, etc. complete
10 sets double wagon harness
12 sets car harness
3 sets buggy harness
1 crusher plant consisting of 1 25 H.P. boiler & engine
connected, 1 9" × 15" rock crusher, 1 elevator,
1 24" revolving screen, bins, chutes etc. complete
1 gravity screening plant
5" diaphragm pumps with 5 sets 3" hose.
1 4" centrifugal pump with vertical engine.
1 set suction hose with foot valve.
100 feet 3" pipe.
1 gasoline engine & pump
1 steam "Giant" drill
1 lot picks, shovels, mattocks, axes, hammers,
rope, blocks, saws, hose, forks, wrenches etc.,
2 forges.
1 Roller Grooved, 1 horse.
1600 feet 25 lb rails with ties and splices,
straps, bolts etc.
300 feet of Cable centers
300 feet Chains for centers
1 lot side wall forms, piles, ribs & lagging.

List of Plant Section 6.

19 mules.
12 carts
8 drag scrapers
6 wheel scrapers
2 elevators
3 engines
1 steam boiler 14 H.P.
1 centrifugal pumps 4"
1 gasoline pump & engine.
1 Buffalo pump
1 blacksmith outfit complete
set carts & wagons harness.
2 double tip carts
1 horse
1 buggy
1 grooved roller (1 horse)

1 guard rail (2 lines)
2 crushers stone consisting of 2 24 H.P. boilers & engines, 2 24" screens, bins, chutes etc. complete
450 feet 1 1/4" pipe and fittings
3 1/2 yd. dump cars
150 feet ave. cribs with chains
" 20 feet side wall forms & lagging
lot 2" pipe
1 lot shovels, picks, drills, hammers, mattocks, wheelbarrows, etc.
1 lot sundries, unenumerated
1 water tank
1 buildings (wood)

Also all other articles personal property owned and used by us in the prosecution of contracts in Sections 2, 3, 6, and 12 of the Weston Aqueduct in the Commonwealth of Massachusetts.

To have and to hold the said goods and chattels to the said United States Fidelity and Guaranty Company and its successors and assigns to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels, that they are free from all incumbrances except a mortgage from us to said United States Fidelity and Guaranty Company dated November 20, 1902, and recorded in the offices of the town clerks of Framingham, Natick and Weston. That we have good right to sell the same as aforesaid, and that we will warrant and defend the same against the lawful claims and demands of all persons except as aforesaid.

Provided Nevertheless that if we, or our executors, administrators, or assigns, shall well and truly pay unto the grantee or its successors or assigns the sum of twenty five thousand (25,000) dollars on demand with interest at the rate of five per cent per annum as stated in a note of even date signed by us, and shall indemnify and save harmless the

said United States Fidelity and Guaranty Company by reason of their assent to the payment to the Commonwealth of Massachusetts of any of the sums in section three hereof referred to under section twenty-two of the prior mentioned contracts, it being hereby agreed by the parties that any such payment shall be conclusively taken to be in derogation of the rights of the United States Fidelity and Guaranty Company against said Commonwealth to have the sums specified in section twenty-two of said contracts withheld as security for the full and due performance of said contracts, and shall keep such of said goods and chattels insured against fire as the grantee may demand to be insured, for the benefit of the grantee and its successors and assigns, in such form and in such insurance companies as they shall approve; shall not waste, or destroy, said goods and chattels, nor suffer any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or its representatives, attempt to sell or remove from its present general location the whole, or any part thereof, then this deed, as also the aforesaid note and obligation shall be void.

But upon any default in the performance or observance of the foregoing conditions, the grantee or its assigns may take immediate possession of said goods and chattels, and for that purpose may so far as we can give authority enter upon said premises or any part thereof on which they may be situated and use or remove the same therefrom, and may sell the said goods and chattels at public auction, first giving thirty days notice in writing of the time and place of sale to us, or our representatives, & publish once a week for three successive weeks in some one newspaper published in said Framingham, and out of the money arising from such sale the grantee or its representatives shall be entitled to retain all sums secured by this mortgage which then or thereafter payable, including all losses, charges, or expenses now or which may have been, or may hereafter be, incurred or sustained by it in relation to said property or in

connection with the execution of this mortgage and the making of the loan secured hereby, he will pay and discharge all expenses and charges incurred by reason of the execution by it of certain surety bonds given by it to the said Commonwealth of Massachusetts in connection with the above mentioned contracts, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any, to us, our executors, administrators or assigns.

And it is agreed that the grantee or its successors or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid, and that until default in the performance or observance of this deed we, and our executors, administrators and assigns may retain possession of the mortgaged property, and may use and enjoy the same.

In Witness Whereof we, the Shanahan Woolfolk and Company, by W. C. Flannery, a member of said firm, thereto duly authorized, and by L. J. O'Callaghan, the clerk and attorney of said firm, hereunto set our hands and seals this twentieth day of December, A.D. 1902.

Shanahan Woolfolk & Co. (L.S.)
By W. C. Flannery

(L.S.)

Shanahan Woolfolk & Co.
By L. J. O'Callaghan, (L.S.)
Attorney.

December 31st 1902 at 3.30 o'clock P.M. received and recorded with records of Mortgages of Personal Property in the Clerk's office of the town of Framingham book 17 page 323

Frank E. Kemmerway.
Town Clerk.

Received and recorded January 3d 1903 at four o'clock P.M.

A true copy Attest
Chas. L. Fairbanks
Town Clerk

Benilde Latty. - Salvino Latty

Know all men by these presents, that I Benilde Latty. the mortgagee named in a certain mortgage of personal property given by Salvino Latty to me dated October 18th A.D 1902, and recorded on the records of the Town of Southborough with the records of Mortgages of personal property, book 5 page 320, do hereby acknowledge that I have received from Salvino Latty the mortgagor named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Salvino Latty the personal property thereby conveyed.

In witness whereof I hereunto set my hand and seal this twentieth day of October A.D 1902

Signed and sealed in the presence of } Benilde Latty (L.S.)
. Frank P O'Donnell }

Received and recorded February 18. 1903 at twelve o'clock noon,
A true copy, Attest.
Chas. L. Fairbanks Town Clerk

S. A. Randall et al George W. Baker

Know all men by these presents that we S. Augusta Randall and Stephen A. Randall both of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of One hundred and seventy five dollars paid by George W. Baker of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said George W. Baker, the following goods and chattels, namely:

One black horse called "Ned" and fifty hens now kept on the premises where we reside in Southborough, Mass. known as the Fitzgerald Farm.

To have and to hold all and singular the said goods and chattels to the said George W. Baker and his executors, administrators and assigns, to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons,

Provided nevertheless that if we, or our executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of One hundred and seventy five Dollars on demand from this date, with interest as stated in a note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than

dollars

for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels, nor

nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, — then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or our executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, me and our executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I

can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we, the said S. Augusta Randall and Stephen A. Randall hereunto set our hands and seals this seventh day of March in the year one thousand nine hundred and three.

Signed, sealed and delivered
in presence of
Frank P. O'Donnell

S. Augusta Randall
Stephen A. Randall.

Receind and recorded March 7, 1903. at 12 h 45 m P.M.
a true copy attest
Chas. L. Fairbanks
Town Clerk

C. B. Sawin — Horace E. Wheeler.

Know all men by these presents that I Charles B. Sawin of the town of Southborough Commonwealth of Massachusetts, the mortgagee named in a certain mortgage of personal property given by Horace E. Wheeler to Charles B. Sawin dated July 22/1897, and recorded on the records of the Town of Southborough with the records of mortgages of personal property, book 5 page 165, do hereby acknowledge that I have received from Horace E. Wheeler the mortgagor named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof I do hereby cancel and discharge said mortgage and release and quit claim unto the said Horace E. Wheeler the personal property thereby conveyed.

A true copy attest
Chas. L. Fairbanks
Town Clerk

In witness whereof I have unto set my hand and seal this Second day of February A. D. 1903

Signed and Sealed in the presence of
H. A. Sawin.
John A. Mc. Kay.

Charles B. Sawin.

Receind and recorded
Mar. 20 1903 11 h 20 m A.M

Horace E. Wheler. Edward Morris

Know all men by these presents that I, Horace E. Wheler of the town of Southborough County of Worcester and Commonwealth of Massachusetts in consideration of One hundred twenty five Dollars ($125 00) paid by Edward Morris of Chicago, Cook County Illinois co-partner in the firm of Nelson Morris & Co. doing business in Marlboro. Mass. the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Edward Morris the following goods and chattels, namely;

One chestnut horse nine years old.
One bay Mare six years old
One Covered Butcher cart,
One Covered Pung.
One Express Wagon.
One buggy.

All of which are located and being kept in frame stable and two connecting sheds in rear of Post Office Building on Main St. Southborough Massachusetts.

To have and to hold all and singular the said goods and chattels to the said Edward Morris and his executors, administrators and assigns, to their use and behoof forever.

And I Hereby Covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators or assigns shall pay unto the grantee or his executors, administrators or assigns the sum of One hundred twenty five no/100 Dollars ($125 00) on demand after this date, with interest

as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred and twenty five Dollars for the benefit of the grantee and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said town of Southboro the same or any part thereof,— then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving five days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County of Worcester. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by any of them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as afore said: and that, until default in the performance or observance of the condition of this deed, I and my executors,

administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I, the said Horace E. Wheeler of the town of Southboro, County of Worcester and Commonwealth of Massachusetts hereunto set my hand and seal this twentieth day of March in the year one thousand nine hundred and three.

Signed, sealed and delivered
in presence of
John F. Coffey

Horace E. Wheeler, (L.S.)

Received and recorded March 20, 1903 at 4h 15m P.M.
A true copy attest
Chas. L. Fairbanks
Town Clerk

Wm H Pratt. - Noah Wadsworth

Know all men by these presents. that I William H. Pratt of Southborough in the County of Worcester, Massachusetts, in consideration of One Dollar and other valuable considerations to me paid by Noah Wadsworth of Southborough, County of Worcester Massachusetts the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Noah Wadsworth all claims and demands which I now have, and all which, at any time between the date hereof and the first day of August next, I may and shall have against Robert M. Bennett, or Deerfoot Farm Co. of said Southborough, for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said first day of August next, may and shall become due to me, for services as employee in any capacity to have and to hold the same to the said Noah Wadsworth his executors, administrators, and assigns forever.

And I William H. Pratt do hereby constitute and appoint the said Noah Wadsworth and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness where of, I have set my hand and seal, this twenty fifth day of April, A. D. 1903.

Signed, sealed and delivered
in presence of
John F. Tighe

William H. Pratt.

April 27 - 1903 7h - 0 m - A. M.
Received and entered in Records of Assignments of Wages, in the Clerk's Office of the Town of Southborough libro 5 — folio 339

A true copy
Attest Chas L. Fairbanks.
Town clerk

Know all men by these presents that I William A. Gould of Southborough in the County of Worcester in consideration of One Dollar and other good considerations to me paid by Waldo B. Fay of said Southborough, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Waldo B. Fay all claims and demands which I now have, and all which, at any time between the date hereof and the first day of November 1903 next, I may and shall have against The Town of Southborough for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said second day of November 1903 next, may and shall become due to me, for services as Road Commissioner to have and to hold the same to the said Waldo B. Fay his executors, administrators, and assigns forever.

And I, William A. Gould do hereby constitute and appoint the said Waldo B. Fay and his assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof, I have set my hand and seal, this, twenty third day of April 1903

Signed, sealed and delivered
in presence of
Frank P. O'Donnell — William A. Gould.

April 24 1903 - 6 h - 50 m - P. M.
Received and entered in the Records of Assignments of Wages in the Clerk's Office of the Town of Southborough - libro 5 - folio 340

A true copy. Attest:
Cinus L. Fawcett
Town clerk

E A Hyde — C E & M^c Corry

Whiffle-trees,

Shading Harrow.

that

against the

for those claiming under him
and
may be situated; and remove the
Edmund
one thousand nine hundred and three.

Signed sealed and delivered

in presence of

Solon Bancroft Edmund A. Kyle.

Received and recorded July 16. 1903 at 5h. 15m P.M.

A true copy
Attest:
Chas L. Fairbanks,
Town Clerk.

Boston November 29. 1905

I discharge all my interests in this mortgage for value received

Signed sealed and delivered in presence of Ulysses L Burns. Charles E S MacCorry [L.S.]

A true copy Attest:
Chas L. Fairbanks Town Clerk

Dec 2. 1905 9.10 A.M.

Boston & Worcester Street Railway Company
to the
American Loan and Trust Company

First Mortgage Securing $2,500,000. Four and one half per cent. Gold Bonds.

Parties

This indenture of Mortgage made and entered into this 27th day of July in the year nineteen hundred and three (but for purposes of reference in the bonds hereinafter described dated the First day of August 1903) by and between the Boston & Worcester Street Railway Company incorporated under the laws of the Commonwealth of Massachusetts (hereinafter called the Street Railway Company) of the one part and the American Loan and Trust Company also incorporated under the laws of Massachusetts (hereinafter called the Trustee) of the other part

Recitals

Whereas the Street Railway Company was duly incorporated for the purpose of locating, constructing maintaining and operating a street Railway and has duly resolved to issue its bonds substantially in the form set out in the First Schedule hereto and to secure such bonds by these presents.

Now This Indenture Witnesseth and it is hereby agreed and declared as follows

Conveyance to Trustee

1 The Street Railway Company in consideration of the premises doth hereby grant and convey unto the Trustee and its successors and assigns all and singular the lines of railway and branches and extensions thereof constructed or to be constructed and now belonging to or hereafter to be acquired by the Street Railway Company And also all and singular the lands rights of way and real and leasehold estate already or hereafter to be acquired by the Street Railway Company and used or intended to be used for the said lines of railway or otherwise And also all and singular the engines cars rolling stock dynamos equipment machinery tools implements materials furniture fuel supplies contracts books documents choses in action and other chattels

and personal estate belonging to or hereafter to be acquired by the Street Railway Company And also all and singular the franchise rights and privileges that the Street Railway Company now has or may hereafter acquire for or in respect of the said railways or any branch or extension thereof or the construction maintainance improvement working or use of the same or otherwise together with all stations warehouses power houses machine shops bridges buildings structures approaches works privileges easements and appurtenances to or with the said premises or any part thereof now or at any time during the continuance of this security appertaining or enjoyed which premises shall include without restricting the generality of the foregoing grant the railways and property described in the Second Schedule to be recorded herewith ——— To Have And To Hold the same with all the incidents and appurtenances thereof and thereto belonging (which are hereinafter collectively referred to as the mortgaged premises) unto and to the use of the Trustee and its successors and assigns forever Upon Trust that the Trustee shall permit the Street Railway Company to hold and enjoy the mortgaged premises and to carry on therewith the business of the Street Railway Company until the security hereby constituted shall become enforceable and then upon trust that the Trustee may in its discretion enter upon and take possession of the mortgaged premises and (subject to the provision in the next clause hereof contained) may in its discretion and shall upon the request in writing of the holders of one fourth of the bonds at the time outstanding and unpaid sell and convert into money the same or any part thereof in such a way that such trust shall not defeat or limit the rights of the holder of any of the bonds in the exercise of any other right or remedy which it or he may have at law or in equity to enforce this mortgage and obtain the security hereof.

Events in which security is enforceable.

2 The security hereby constituted shall become enforceable in each and every of the events following

(1) If default shall be made in the payment of the bonds or any of them or in the payment of any interest on the same or in the payment of any sinking fund or

payable to the Trustee under these presents and such
defaults shall continue for the period of ninety days
after any such principal or interest moneys shall become
due and payable or after the date hereof after such
sum of money payable to the Trustee shall have been
demanded

(b) If the Street Railway Company shall be dissolved
or be adjudged bankrupt or lose its charter by revocation
forfeiture or otherwise

(c) If the Street Railway Company shall commit or
suffer a breach of any covenant herein contained by it
to be kept performed or observed other than its covenants
to pay the bonds and coupons and moneys payable
to the Trustee and such breach shall continue for
ninety days after demand to make the same good
shall have been made of the Street Railway Company
by the Trustee (but if this security shall be enforceable
solely on account of such breach of covenant and
none of the other foregoing events mentioned in the
subdivisions (a) and (b) of this clause shall exist the
Trustee shall not sell the mortgaged premises without
the consent in writing of the holders of three quarters
of the bonds)

Trust for sale 3 Upon making any sale of the mortgaged premises
under the power or trust hereinbefore contained the Trustee
shall give notice of such sale and the time and place
thereof by advertisement published not less than once
a week for four successive weeks in one or more
newspapers published in each of the cities of Boston
and Worcester Massachusetts and such other notice if
any as shall be required by law And the Trustee
in exercising the said power or trust for sale shall
have full power to sell all or any part of the
mortgaged premises either together or in parcels and
either by public auction or private contract and to buy
in the same or rescind or vary any contract of sale
and resell without being responsible for loss and
to adjourn any sale from time to time with such
notice of the adjourned sale as the Trustee shall
deem reasonable And such sale shall forever
as to the Street Railway Company and all persons
claiming by through or under it free from all right and
Protection of interest in the premises sold Upon any sale
purchaser hereunder to be made in pursuance of the power

or trust for sale hereinbefore contained or in any proceeding to foreclose or enforce this security the purchaser or purchasers or any subsequent purchaser shall not be bound to see or inquire whether any such request or notice as aforesaid has been made or given or whether this security has become enforceable or otherwise as to the propriety or regularity of such sale and the receipt of the Trustee for the purchase money shall discharge the purchaser or purchasers therefrom and from all liability to see to the application thereof And as affecting the title to any property purchased at such sale the statements as to facts in any affidavit made by an officer of the Trustee and attached to the deed of conveyance relating to any default or to such sale shall conclusively be deemed to be true in favor of purchasers And when any such sale

Purchasers not bound to see to application of purchase money

the purchasers shall be entitled to be allowed as paid in or towards satisfaction of the purchase money such sum as shall be payable to them out of the proceeds of such sale in respect of any bonds held by them And the sum so allowed shall be indorsed thereon as paid

Trusts of proceeds of sale

The Trustee shall hold the moneys to arise from any sale or sales of the mortgaged premises under the powers or trust hereinbefore contained upon trust that it shall thereout in the first place pay or retain the costs and expenses incurred in or about the execution of its powers trusts and duties under these presents including compensation for its own services in the premises and shall apply the residue of the said moneys first in or towards the payment to the holders of the bonds pro rata in proportion to the amount due to them respectively of all principal money secured by such bonds whether the same shall or shall not then be due or payable according to the tenor of the bonds and without any preference or priority either on account of dividend or issue or otherwise secondly in or towards payment to the holders of the coupons pro rata for proportion to the amount due to them respectively and without any preference or priority whatsoever and thirdly shall pay the surplus if any of such moneys to the Great Eastern Railway Company or its assigns But if the amount of the moneys at any time

authorizable under the foregoing provision shall [illegible] than $100 for each bond the Trustee may at its discretion invest such moneys and the resulting income so far as practicable in any investment authorized for deposits in savings banks of Massachusetts with power from time to time to vary such investments and so accumulate the income thereof for a reasonable time until the accumulations together with any other funds for the time being under the control of the Trustee and applicable for the purpose shall amount to a sum sufficient to pay $100 per bond upon such of the said bonds as shall be outstanding and then such accumulations and funds shall be applied in manner aforesaid. And the receipt of the holder of each of the bonds for the principal moneys and interest intended to be thereby secured shall be a good discharge to the Trustee And upon any payment to the holder of a bond or coupon on account of the principal money or interest thereby secured the bond or coupon shall be produced to the Trustee who shall cause a memorandum of the amount and date of payment to be indorsed thereon

Indorsement of payment

5 If the Trustee shall have made any entry upon the mortgaged premises or any part thereof it may carry on the business of the Street Railway Company to such extent and in such manner as the Trustee shall deem it advisable to do and may manage and conduct the same and for the purposes of such business may employ such agents managers receivers servants and workmen as it shall deem proper and may renew and keep up the permanent way rolling stock plant and equipment and generally may do or cause to be done all such things and may enter into such arrangements respecting the said premises or the working of the same or any part thereof as it could do if it were absolutely entitled thereto and without being liable to be responsible for any loss or damage that may be occasioned thereby and may also demise or let such premises or any part thereof upon such terms and subject to such stipulations as the Trustee shall think fit and the Trustee shall out of the

Power of Trustee to carry on business after entry

Power to lease

Trustee's receipts of income and expenditure

rents profits and income of the same premises pay the charges of such management and all its expenses and disbursements in the execution of these presents and shall in any and every case be entitled in the same manner as is hereinbefore provided with respect to moneys arising from any sale of the mortgaged premises by the Trustee And in case all defaults of the Street Railway Company shall be made good and no circumstances shall then exist in which this security shall be enforceable the Trustee shall restore to the Street Railway Company the possession of the premises entered upon not then sold and such premises shall thereupon be subject to all the trusts and provisions of these presents in the same manner and to the same extent as if such entry had not been made

Right of Company to enter upon premises after entry

6 Yet any time when the Street Railway Company is not in default in the performance or observance of any of the covenants or agreements hereof the Street Railway Company without the concurrence of the Trustee shall have the right in the ordinary course of its business to use and consume its fuel and other temporary supplies and to deal with its contracts and choses in action and to pull down alter and repair buildings and structures and to change the location or position of its lines of rails and to replace any of its rails rolling stock equipment machinery and tools with others and to sell such of them as shall have been replaced or worn out as it may think fit and without any obligation on the part of any purchaser to ascertain the occurrence of the event in which any such sale is hereby authorized but so that the Street Railway Company shall not be entitled to impair the value of the securities or create any charge in priority to these presents And at any time when the Street Railway Company shall not be in default as aforesaid to the knowledge of the Trustee the Street Railway Company may sell any of the mortgaged premises no longer used or useful in carrying on the business of the Street Railway Company for such price as a majority of the board of directors of the Street Railway Company shall certify to be fair and in such case the Trustee shall release the premises so sold from the lien of these presents

Power to deal with the mortgaged premises without consent of Trustee

Power to sell with consent of Trustee

Trusts of proceeds

provided that before any such release is made the proceeds of such sales shall be paid to the Trustee upon trust to be applied to the purchase of any of the bonds outstanding that may be presented to it for sale at a price not greater than the market value thereof or par and accrued interest and a premium of five per centum on the principal or to be paid out by the board of directors of the Steel Railway Company in the location construction erection or improvement of railways buildings works or erections of a fixed or permanent nature suitable for the purposes of the Steel Railway Company and so as to constitute permanent improvements of the remaining properties of the Steel Railway Company or in the purchase of other lands or real estate suitable to be held in connection with such other property or in the purchase of machinery chattels or effects necessary or convenient for the purposes of the Steel Railway Company and so that all such permanent improvements lands real estate and other property if not already comprised in these presents shall be conveyed or assured in such manner as the Trustee may desire so as to become subject to all the trusts terms and provisions herein contained And the Trustee shall use such proceeds from time to time to purchase such bonds as may be presented to it for that purpose upon the written request of a majority of the board of directors of the Steel Railway Company stating the market value of any bonds to be purchased or shall pay out the same according to the written order of the treasurer of the Steel Railway Company upon receiving the conveyances and assurances of such permanent improvements lands real estate and other property so far as may be necessary and a certificate of a majority of the board of directors of the Steel Railway Company that the cost of the same to the Steel Railway Company has not at least equal to the sum so to be paid out thereby The Trustee may in its discretion and at the expense of the Steel Railway Company verify the facts stated in such request and certificate by the report of some disinterested and qualified person or persons by the Trustee selected

Ascertainment of facts to authorize such sales

Protection of Trustee

And the Trustee may rely upon the truth of all facts set forth in such requests and certificates of the Directors of the Street Railway Company or in such short

Investment of proceeds in the meantime

pending such application as hereinbefore provided the Trustee at the request of the Street Railway Company may invest the proceeds of such sale in such securities as shall at the time be authorized for saving funds in Massachusetts with power to change investments and subject to such application the Trustee shall stand possessed of such proceeds and of the said investments thereof upon trust

Trusts of such investments

until some event shall occur upon which the security hereof shall be enforceable to pay the income thereof to the Street Railway Company and during the existence of any such event to add such income to the said proceeds and investments as a part thereof and upon the sale of the mortgaged premises by the Trustee under the power or trust firstly hereinbefore contained or upon any other enforcement of the security hereof to hold such proceeds and investments upon and for the trusts and purposes hereinbefore expressed concerning the moneys arising from such sale by the Trustee provided always that upon the payment of the bonds and the interest thereon and all other sums payable by the Street Railway Company to the holders of the bonds and the Trustee under these presents the Trustee shall hold the said proceeds and investments in trust for the Street Railway Company and its successors and assigns

Protection of purchasers

7 Upon any sale by the Street Railway Company under the power or trust lastly hereinbefore contained no purchaser paying a deed of conveyance executed by the Street Railway Company and a release by the Trustee shall be bound to see or inquire as to the propriety or regularity of such sale or the authority of the Street Railway Company or Trustee to make the same or to execute such deed or release or to see to the application of the purchase money

Provisions of the bonds

8 Every bond secured by these presents shall be dated the first of August 1903 and shall be for the payment of the principal sum of one thousand dollars in gold coin of the United States of the present standard of weight and fineness with interest in like gold coin at the rate of four and one half per centum per annum payable semi annually upon presentation of the coupons attached thereto

and could be substantially in the form contained in the First Schedule hereto And the said bonds shall be payable on the first of August 1923 and shall be subject to registration as to the principal thereof according to the provisions contained in the form of bond set out in the First Schedule hereto And the aggregate of the principal sums specified in the bonds at any and all times issued under or intended to be secured by these presents shall not exceed the sum of two million five hundred thousand dollars And each of the bonds shall before delivery or issue thereof be certified in writing thereon by the Trustee to be one of the bonds specified in this indenture as secured thereby and the holder of any bond without such certificate thereon shall not be entitled to the benefit of any of the provisions hereof The Trustee shall forthwith certify as above provided when the said bonds and debs the same to the Street Railway Company or to such person as shall from time to time be specified in a written order of the President and Treasurer of the Street Railway Company or by a resolution of its board of directors And the Trustee shall not certify when or deliver any bonds when the Street Railway Company shall be in default to the knowledge of the Trustee in respect of any covenant or agreement herein contained And no holder of any of the said bonds bearing the certificate of the Trustee as herein provided shall be bound to ascertain whether the same shall have been duly issued under the provisions hereof

Limit of issue

Certification of the bonds

Delivery of the bonds

Covenants of the Railway Company

Title

Insurance

The Street Railway Company covenants with the Trustee that the Street Railway Company is lawfully seised and possessed of the mortgaged premises in fee simple and absolutely except as otherwise clearly stated in the said Second Schedule that the said premises are free and clear of all encumbrances except as specified in the said Second Schedule That the Street Railway Company has good right and lawful authority to sell and convey the said premises And that the Street Railway Company will warrant and defend the said premises to the Trustee its successors and assigns for the benefit of the holders for the time being of the bonds against the lawful claims and demands of all persons whomsoever And that

the Street Railway Company will at all times during the continuance of this security insure and keep insured such parts of the said premises as are of an insurable nature for such sums and in such manner as shall reasonably protect the same against loss or damage by fire for the benefit of and payable in case of loss or damage to the Trustee and so that all sums of money received by the Trustee by virtue of any such policies of insurance shall be applicable to making good the loss and damage. And such money shall be so paid out by the Trustee in the same manner and upon the same trusts as herein for provided in the case of purchase moneys received by the Trustee from the sales of parts of the said premises by the Street Railway Company. And that the Street Railway Company will deliver to the Trustee all policies for such insurance if and whenever requested.

Taxes charges assessments and liens

And that the Street Railway Company will punctually pay all taxes charges assessments and liens already or to be at any time laid and assessed or created upon the said premises or any part thereof or upon any interest of the Trustee in respect of the premises. And that this mortgage and the bonds secured thereby shall at all times during the continuance hereof be a first charge and lien upon the said premises and hereditaments called upon by the Trustee the Street Railway Company will furnish the Trustee satisfactory vouchers showing the payment of such taxes charges assessments and liens. And that the Street Railway Company

Payment of dividends

during the continuance of the lien of these presents will not pay any dividends upon any shares of stock except out of its net earnings. And that the

Maintenance and repair

Street Railway Company will maintain preserve and keep all and singular the mortgaged premises in such repair as the same are now in or may hereafter be put in. And will at all times maintain preserve and keep its tracks railways shops buildings and rolling stock with the appurtenances fixtures and appurtenances in like order and in good working order and condition and supplied with all necessary equipment and from time to time will make all needful and proper repairs renewals replacements and alterations and will conduct and manage its business without interruption in an efficient manner

And will not suffer any of its locations rights fran-
chises or privileges to lapse or be forfeited so long
as the same shall be necessary for convenient
carrying on its business and will use reasonable
efforts to obtain from time to time all necessary
renewals and extensions of such locations rights
franchises and privileges and similar locations rights
privileges appliances and appurtenances which may
be necessary in the conduct of its business as the
Street Railway Company shall be authorized to
conduct it And that the Street Railway Company
will pay to the Trustee all expenses incurred by
the Trustee in the execution of the trusts hereof and
all sums of money if any that shall have been paid
by the Trustee or any persons interested in the trusts
thereof on account of any such taxes charges assessments
or liens or insurance moneys in case of any default
in respect thereof on the part of the Street Railway
Company as aforesaid with interest at the rate of
six per centum per annum from the time or
times of such payments respectively And that the
Street Railway Company and every person having or
claiming any estate right title or interest in or to
the mortgaged premises or any part thereof will
at all times do and execute every such deed act
assurance and thing as the Trustee may reasonably
require or as shall be necessary for further and
more perfectly assuring to and to the use of the
Trustee upon the trusts and for the purposes herein
expressed all and every part of the mortgaged premises
hereby conveyed or intended so to be and especially
for vesting in the Trustee upon and for the said
trusts and purposes all property acquired
And that in the event of any sale of the mortgaged
premises or any part thereof under any power or
trust herein contained the Street Railway Company
will if and when required by the Trustee or the
purchaser execute a formal conveyance or assurance
of the part of the said premises so sold as the
Trustee may direct And that the Street Railway
Company will duly record and file these presents as
shall be required by law in order to preserve the
lien of the same as a mortgage both at law and
of record upon all the mortgaged premises

Payment of expenses incurred hereunder

Further assurance

Formal deed of sale

Recording

money conveyed or intended so to be and will furnish satisfactory evidence of such recording and filing to the Trustee and will furnish similar evidence of filing and recording every additional instrument which shall be necessary to preserve the lien of these presents upon all such property until the principal and interest of the bonds hereby secured shall have been duly paid And that the Street Railway Company will furnish to the Trustee whenever requested not oftener than once in each calendar year a schedule of its property comprised in these presents and the Street Railway Company will at all times afford the Trustee and its agents full opportunity to inspect and examine all the mortgaged premises And that the Street Railway Company will keep books for registration and transfer of the bonds at the office of the Trustee

Schedule and inspection of mortgaged premises

Books for registration of bonds

10 Upon the payment of the principal money secured by the bonds and the interest thereon according to the terms thereof and all sums of money payable to the Trustee according to the provisions hereof the Trustee shall at the request and cost of the Street Railway Company or its successors or assigns release and discharge this mortgage and the premises comprised in the same and the Trustee may execute such release and discharge upon production of all the bonds cancelled or such other evidence of such payment as the Trustee shall think sufficient And in case any of the bonds or coupons shall not be presented for payment when the principal money secured by the bonds respectively shall be due and payable the Street Railway Company shall pay or cause to be paid at any time thereafter to the Trustee for the benefit of the holder or holders thereof such security as the Trustee shall think sufficient for the payment of such bonds and coupons respectively And from and after the paying of such security the mortgaged premises shall be held from the trusts herein declared for securing the payment of such bonds and coupons not presented and a release and discharge of this mortgage shall be executed by the Trustee in the same manner as if the said bonds and coupons not presented had been paid And the certificate of the treasurer of the Street Railway Company or of such other officer thereof as the Trustee shall think proper that certain bonds and coupons in such certificate specified have not been presented for payment shall be

Discharge of mortgage upon payment

If bonds or coupons not presented when principal is payable

sufficient evidence of that fact to authorize the Trustee to act under the Power or trust thereby hereinbefore contained. And no subsequent bona fide purchaser or incumbrancer for value acquiring any interest in the said premises shall be concerned to ascertain or inquire whether any event has happened upon which the Trustee is herein authorized to execute a release and discharge of this mortgage

On the rights of foreclosure

11 The Powers and trusts for sale and otherwise herein contained shall not be construed to limit or take away any other right or remedy of foreclosure or sale and the trusts Powers and provisions hereof are declared to be in addition to all the rights and remedies which the Trustee and the holders of the bonds may otherwise have at law or in equity And upon any event whereon the security hereof shall become enforceable the Trustee may in its discretion and notwithstanding any request to sell or enter as aforesaid institute proceedings for the foreclosure of this mortgage or for the sale of the mortgaged premises instead of exercising the said Power of Trust for sale or entry or may otherwise proceed at law or in equity to enforce this mortgage or the bonds hereof or to enforce or protect the rights and interests of the holders of the said bonds and upon instituting any such proceedings shall be entitled to the appointment of a receiver of the said premises

Indemnity of Trustee

12 The Trustee may execute any of the trusts or powers hereof and perform any duty hereby required by or through its attorneys officers agents or servants and shall be entitled to advice of counsel in all matters concerning the trusts hereof and its duties hereunder and the Trustee shall be answerable only for its own acts receipts neglects and defaults and not for those of any person employed by it and selected with reasonable care nor for loss unless the same shall happen through its own wilful default And shall not be bound to act as hereinbefore provided in accordance with any direction or request of the Great Western Railway Company or its board of directors until a certified copy of the resolution or vote containing such direction or request shall be delivered to the Trustee And shall not be responsible for the recitals herein contained or for insuring the mortgaged premises or renewing any policies of insurance or for the execution recording or

validity of this indenture or of the bonds issued under or intended to be secured hereby or the sufficiency of the security contained in the same or for filing down taxes charges assessments or liens which the mortgaged premises or otherwise as to the maintenance of this security or be bound to ascertain or inquire as to the performance or observance of any of the covenants or agreements on the part of the Street Railway Company or as to the payment for discharge of taxes charges assessments or liens in respect of the mortgaged premises or as to the Trustee may pay any such insurance or pay and discharge any such taxes assessments liens and incumbrances in case of any default in respect thereof by the Street Railway Company and the Trustee may require the Street Railway Company to keep it fully informed and advised as to the performance of the covenants and agreements aforesaid and as to the condition of the mortgaged premises. And shall be authorized in all cases to pay such reasonable remuneration as it shall deem right to all attorneys officers agents servants and employees that it may reasonably employ in the management of the Trust Estate or the land and such remuneration and all the reasonable expenses and disbursements of the Trustee including its own reasonable remuneration shall be paid by the Street Railway Company or out of the mortgaged estate upon which they are hereby charged and they shall constitute a lien thereon prior to the lien of the bonds. The Trustee shall not be bound to recognize any person as a holder of the bonds or to take any action at any time unless such bonds shall be deposited with the Trustee or submitted to its inspection. And the Trustee shall not be compelled to do any act under this indenture unless adequately indemnified against loss cost liability and expense. And the Trustee may at any time with its discretion and shall at the request in writing of the holders of a majority of the bonds assign the said trusts by giving its resignation to any court having jurisdiction and publishing notice thereof once a week for three successive weeks in one or more newspapers published in the said city of Troy and such resignation shall take effect upon the appointment of a new Trustee which shall be a

Resignation of Trustee

first contrary is contained in or under the laws of Massachusetts and may be admitted by any court having jurisdiction upon application of the retiring Trustee or any of the shareholders And that clause herein contained and referring to the Trustee shall extend and be applicable to the Trustee for the time being of these presents And every such Trustee shall be entitled upon giving any bond or security in respect of the execution of the said trusts or powers or otherwise in respect of the premises

Temporary bonds

13 Until the permanent bonds to be issued under and secured by this indenture can be engraved lithographed or finally prepared and executed the Street Railway Company may execute and upon its request the Trustee shall certify and deliver in lieu of such permanent bonds and subject to the same provisions and limitations as to exchange negotiable or registered bonds of any denomination without coupons and substantially of the tenor of the permanent bonds to be issued hereunder or temporary receipts entitling the holders thereof to such bonds when ready for delivery And upon surrender of such temporary bonds or receipts for exchange the Street Railway Company shall issue and upon cancellation of such surrendered bonds or receipts the Trustee shall certify and deliver in exchange therefor permanent engraved lithographed or otherwise prepared coupon bonds substantially in the form set out in the First Schedule hereto for the amount of such temporary bonds or receipts surrendered and until so exchanged such temporary bonds or receipts bearing the certificate of the Trustee shall be entitled to the same security as the permanent bonds to be issued hereunder

Definition of terms

14 And whenever in this indenture mention is made of bonds the term shall be deemed and construed to mean the bonds issued under and secured by these presents at the time outstanding and unpaid unless the context requires some other meaning and in like manner the term coupons shall be deemed and construed to mean the coupons attached to the same bonds The notes printed in the margin of these presents are not a part hereof and shall not be regarded in determining any question relating to the construction hereof

Testimonium

In Witness Whereof the said Boston & Worcester Street Railway Company and the said American Loan

and Trust Company has hereunto and to 12 other counterpart originals hereof set their respective common seals and caused these presents to be signed on their behalf by their officers thereunto duly authorized the day and year first above written

Boston & Worcester Street Railway
Company
By
William A. Butler
President
Geo. N. Pitman
Treasurer

Boston Worcester Street Railway Company Seal

American Loan and Trust Company
By
N. W. Jordan - President
E. N. Lowe - Secretary

American Loan & Trust Company Seal

The First Schedule Hereinbefore Referred To Containing
The Form of Bond And Coupons

United States Of America

Commonwealth Of Massachusetts

$1,000

Boston & Worcester Street Railway Company - First Mortgage Twenty Year Four and One-Half Per Cent. Gold Bond authorized by the Board of Railroad Commissioners

Form of bond. Be it known that the Boston & Worcester Street Railway Company incorporated by and under the laws of the Commonwealth of Massachusetts for value received promises to pay to the bearer or if this bond shall be registered then to the holder hereof registered according to the provisions endorsed hereon the sum of one thousand dollars in gold coin of the United States of the present standard of weight and fineness at the office of the American Loan & Trust Company in the city

of Boston on the first day of August in the year 1923 and also to pay interest thereon in like gold coin at the rate of four and one half per centum per annum on the first days of February and August in each year to the bearer of the respective coupons for such interest upon presentation thereof, at the time and place therein mentioned. Both the principal and interest of this bond are payable without deduction for any tax or taxes which the borrower may be required to pay or to retain therefrom under any present or future law of the United States or of any state county or municipality therein.

This bond is one of a series of 2500 similar bonds numbered from 1 to 2500 inclusive amounting at the aggregate principal amount thereof to $2,500,000 all of which are equally secured by an Indenture of First Mortgage of even date herewith whereby all the property real and personal easements rights franchises and privileges present and future of the Boston & Worcester Street Railway Company are mortgaged to the American Loan & Trust Company as Trustee for the bondholders to which Indenture reference is hereby made for a description of the mortgaged property the nature and extent of the security and the rights of the bondholders in regard to such security.

This bond is valid only when the American Loan & Trust Company has endorsed hereon a certificate that it is one of the bonds in the said Indenture specified as secured thereby.

In witness the common seal of the Boston & Worcester Street Railway Company and the signatures of its president and treasurer on its behalf the first day of August in the year 1903

Boston & Worcester Street Railway Company

By

President

Treasurer

Form of Coupon

$22.50

Coupon On the first day of February (August) 19 the

Boston & Worcester Street Railway Company will pay to the
bearer twenty two dollars and fifty cents in gold coin of
the United States of the present standard of weight and
fineness at the office of the American Loan & Trust Com-
pany in the city of Boston for six months' interest on
its First Mortgage Bond No

Treasurer

Endorsement

I hereby certify that this bond is duly issued and
recorded and it is approved by me

President of the Boston & Worcester Street
Railway Company

Trustee's Certificate

Trustee's certificate

It is hereby certified that the within bond is one of
the bonds described in the within mentioned Indenture of
Mortgage and secured thereby

American Loan & Trust Company Trustee
By

Secretary

Provisions For Registration

Registration

This bond may be registered on the holder's name
on the books of the Boston & Worcester Street Railway Com-
pany at the office of the American Loan & Trust Com-
pany in Boston. Such registry shall be noted on the
bond after which no transfer hereof shall be effectual
unless it shall be made on the said books and noted
on the bond but the same may be discharged from
registry by being so transferred to bearer after which
it shall be transferable by delivery but may be again
and from time to time registered as before The
coupons shall be payable to the bearer thereof and transferable
by delivery notwithstanding the registry of the bond The

Boston & Worcester Street Railway Company or the Trustee of this Indenture within mentioned shall not be bound to take notice of or in any way to see to the execution of any trust express implied or construction affecting the title or ownership of this bond or of the principal or interest thereon hereby secured or be affected by notice of any equity that may be subsisting in respect thereof.

Commonwealth of Massachusetts } ss.
County of Suffolk

On this 27th day of July in the year 1903 personally appeared the above named William M. Butler President and George V. Putnam Treasurer of the Boston & Worcester Street Railway Company and severally acknowledged the foregoing instrument to be the free act and deed of the said corporation before me

Eugene F. Leighton
Notary Public

Commonwealth of Massachusetts } ss.
County of Suffolk

On this 27th day of July in the year 1903 personally appeared the above named F. W. Jordan President and C. N. Dorr Secretary of the American Loan and Trust Company and severally acknowledged the foregoing instrument to be the free act and deed of the said corporation before me

Eugene F. Leighton
Notary Public

Received and recorded July 25, 1903
at 12.25 P.M. A true copy: Attest,
Chas. L. Fairbanks,
Town Clerk

Gilmore Mfg Co - Alva M. Butler

Know all men by these presents
That the Gilmore Manufacturing Company a Corporation
duly organized by law, having a usual place of business in
Boston, Mass for consideration of seven hundred Dollars
paid by Alva M. Butler of Avon Mass the receipt whereof
is hereby acknowledged, do hereby grant, sell, transfer, and
deliver unto the said the following goods and chattels, namely,
One horizontal Boiler, One Upright Boiler, 1 Steam Engine,
One Blanchard Grinding Machine, 1 Corrugated Grinding
Machine, 2 large drying trays, 20 drying trays, One 800 #
Jacket Kettle, one 3000 # Jacket Kettle, three Soap Grinders,
One Frames Steam Pump, all Pulleys, Belting, Shafting,
Piping, fittings &c, all Stock and utensils used in
making soap in Building near Foxboro Mass Railroad
station in Foxboro Mass together with all of the formulas
owned by the said Company together with the good will of
the Company

To have and to hold all and singular the said
goods and chattels to the said Butler and his executors,
administrators, and assigns, to their own use and behoof
forever.

And said Company hereby covenant with the grantee
that it is the lawful owner of the said goods and chattels;
that they are free from all incumbrances, that said
Company have good right to sell the same as aforesaid;
and that it will warrant and defend the same against
the lawful claims and demands of all persons.

In witness whereof the said Gilmore Manufacturing
Company by its President and Treasurer duly authorized
hereunto set its hands and seal this Twentieth
(20th) day of August in the year one thousand
nine hundred and three.

Signed, sealed, and delivered
in presence of
Hayes Longee

Gilmore Manufacturing Company
By Jerome Gilmore President
Gilford T. Currier Treasurer

August 20 1903.

At a meeting of the Directors of the Gilmore Manufacturing Company, held at the office of the Company on the above date, the following resolution was unanimously adopted:-

Whereas, at a special meeting of the stockholders of said Company, holden on the nineteenth day of August, A.D. 1903, it was voted by said Stockholders "that the directors be and hereby are authorized and directed to at once dispose of the entire assets of the corporation, either at public or private sale, at the best possible price obtainable, and apply the proceeds therefrom, less the legitimate expenses to the payment of the just and legal debts of the Company;" and

Whereas, Alva M. Butler has offered to this Company the sum of seven hundred dollars for all of the personal property, formulas, and good will of which this Company owns situate at Southville, Mass., or elsewhere, and

Whereas, believing that the said sum of seven hundred dollars is an adequate price for said property and other rights, the President and Treasurer are hereby authorized in the name of the Company to make, execute and deliver a bill of sale to said Alva M. Butler.

A true record.

Attest:

Gifford T. Cuvier.
Secretary.

Received and recorded
August 22. 1903 at 3.20 PM
A true copy. Attest:
Chas L. Tainter
Town Clerk

Dearborn J Butler- . Austin Mc Donough

Know all men by these presents
that I, Dearborn J. Butler of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Twenty-two hundred dollars paid by Austin Mc Donough of said Southborough the receipt whereof is hereby acknowledged, do hereby grant sell transfer and deliver unto the said Austin Mc Donough the following goods and chattels, namely:

Fourteen cows, two gray horses, seven swine, lot hens, three work wagons, and all plows, harnesses, harrows, cultivators and all and singular the farming tools, implements and appliances, crops whether or not harvested now situated on the Patrick Mc Donough farm in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Austin Mc Donough and his executors, administrators, and assigns, to their own use and behoof forever

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators or assigns, the sum of twenty-two hundred dollars on demand after this date, with interest as stated in a note of even date signed by me and also secured by mortgage of certain real estate x xx dollars for the benefit of the vendee and his executors, administrators and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, but may sell or exchange any part or the whole thereof at pleasure duly accounting therefor to me or my assigns, then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors administrators, or assigns may sell the said goods and chattels at public auction first giving days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said . And out of the money arising from such sale the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs charges and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under me may take immediate possession of said property and for that purpose may may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Dearborn J. Butler hereunto set my hand and seal this first day of September in the year one thousand nine hundred and Three

Signed and sealed in the presence of

Dearborn J Butler (L.S.)

Received and recorded September 17, 1903 at 6h 30m P M

A true copy attest: Chas L. Fairbanks, Town Clerk.

Silas G Allen - Charles B Sawin

Know all men by these presents That I Silas G. Allen of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of two hundred dollars to me paid by Charles B Sawin of said Southborough the receipt whereof is hereby acknowledged do hereby grant sell transfer and deliver unto the said Charles B Sawin the following goods and chattels, namely:

One black and white Holstein cow, One black and white (Dub Horn) cow, one black and white cow, one black, no horn cow, one black cow, one cherry red cow, one red cow, with brass horn tip. one brown jersey, - one red cow (no horn) one two year old Jersey Heifer, one brown jersey (no horn) cow, - one black and white grade jersey cow, one two year old bull

To have and to hold all and singular the said goods and chattels to the said Charles B Sawin and his executors, administrators and assigns to their own use and behoof forever

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid, and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators or assigns shall pay unto the vendee, or his executors administrators or assigns the sum of two hundred dollars in one year from this date, with interest as stated in a promissory note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than two hundred dollars, shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from the Commonwealth the same or any part thereof, - then this deed, as also the aforesaid note shall be void

I hereby acknowledge that I have received payment and satisfaction in full for the within mentioned [illegible] and the same is hereby discharged, and the goods and chattels covered thereby are released

Charles B Sawin

Southborough March 1. 1904

A true copy attest Chas. F. Fairbanks, Town Clerk

But upon any default in the performance or observance of the foregoing condition, the vendee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable, including all costs charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns

And it is agreed that the vendee, or his executors administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same; but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom

In witness whereof I the said Silas G Allen hereunto set my hand and seal this sixteenth day of September in the year one thousand nine hundred and three

Signed and sealed in the presence of
Francis S Martin

Silas G. Allen

Received and recorded September 16, 1903
at 6.h 00m P.M
A true copy. Attest:
Chas. L. Fairbanks,
Town Clerk.

Wallace B. Buck - Orrin P. Walker

Know all men by these presents

That I Wallace B Buck of Southborough in the County of Worcester in consideration of one hundred and ninety two dollars to me paid by Orrin Walker of Southborough the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Orrin P Walker all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January next, I may and shall have against the Southborough Masonic Building Corporation for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of January next, may and shall become due to me, for services as Janitor to have and to hold the same to the said Orrin P Walker, his executors, administrators, and assigns forever.

And I Wallace B Buck do hereby constitute and appoint the said Orrin P Walker and his assigns, to be my attorney irrevocable in the premises, and to do and perform all ~~the~~ acts, matters and things touching the premises, in the like manner to all intents and purposes as I could if personally present.

In witness whereof I have set my hand and seal this twenty-fourth day of February 1902

Signed, sealed and delivered in the presence of
Francis D Newton

Wallace B Buck (L.S.)

Received and recorded March 18. 1902 at 11 h. 25 m a. m.

A true copy Attest
Chas L Fairbanks
Town Clerk

Know all men by these presents
that I, Mary Macmunn of Southborough in the
County of Worcester and Commonwealth of Massachusetts
in consideration of ninety-two and $\frac{25}{100}$ dollars paid
by William Rodenizer of Marlborough in the County
of Middlesex and said Commonwealth, the receipt
whereof is hereby acknowledged, do hereby grant, sell,
transfer and deliver unto the said William Rodenizer
the following goods and chattels, namely:

Four black and white cows, and one yellow
and white cow, kept by me on the premises
where I live in said Southborough,

To have and to hold all and singular the
said goods and chattels, to the said William Rodenizer
and his executors, administrators and assigns to
their use and behoof forever.

And I hereby covenant with the grantee that I
am the lawful owner of the said goods and chattels;
that they are free from all incumbrances, that I have
good right to sell the same as aforesaid; and that I
will warrant and defend the same against the law-
ful claims of all persons.

Provided nevertheless that if I or my exec-
utors, administrators, or assigns shall pay unto
the grantee or his (executors) administrators or assigns the
sum of ninety-two and $\frac{25}{100}$ dollars on demand
from this date, with interest as stated in a
note of even date signed by me and until such
payment shall not waste or destroy the said goods
and chattels, nor suffer them nor any part
thereof to be attached on mesne process, and shall
not, except with the consent in writing of the grantee
or his representatives, attempt to sell or to remove
from said Southborough the same or any part thereof,-
then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or
observance of the foregoing condition, the grantee
or his executors, administrators, or assigns, may
sell the said goods and chattels at public auction,
first giving ten days notice in writing of the time
and place of sale to me or my representatives,
or by publishing such a notice once a week for
three successive weeks in some one newspaper published

in said County of Worcester. And out of the money arising from such sale, the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same. But after such default, the grantee or those claiming under him may take immediate possession of said property and for that purpose may so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Mary Macmunn hereunto set my hand and seal this third day of October in the year one thousand nine hundred and three.

Signed sealed and delivered in
the presence of
J J Shaughnessy

Mary Macmunn (L.S.)

Received and recorded, October 16, 1903 at 11 h 0 m a M.

A true copy, Attest:-
Chas L. Fairbanks
Town Clerk.

Know all men by these presents
That I Anna M Macnun of Southborough in
the County of Worcester and Commonwealth of
Massachusetts in consideration of one hundred and
fifteen dollars paid by William Rodenizer of Marlborough
in the County of Middlesex and said Commonwealth the
receipt whereof is hereby acknowledged do hereby grant
sell, transfer and deliver unto the said William
Rodenizer the following goods and chattels, namely
Two Ashire Cows - one having horns and the
other having no horns and one of them bring
colored red and white. Kept by me on
the premises where I live in said Southborough.
To have and to hold all and singular the said
goods and chattels to the said William Rodenizer and
his executors administrators, and assigns, to their use
and behoof forever.
And I hereby covenant with the grantee that I am the
lawful owner of the said goods and chattels, that they are
free from all incumbrances, that I have good right
to sell the same as aforesaid, and that I will
warrant and defend the same against the lawful claims
and demands of all persons.
Provided nevertheless that if I or my executors,
administrators or assigns shall pay unto the grantee
or his executors, administrators, or assigns the sum
of one hundred and fifteen dollars on demand, from
this date, with interest as stated in a note of
even date signed by me, and until such payment
shall not waste or destroy the said goods and
chattels, nor suffer them nor any part thereof to
be attached or misuse, process and shall not except
with the consent in writing of the grantee or his representatives
attempt to sell or to remove from said Southborough
the same or any part thereof, - then this deed as also
the aforesaid note, shall be void.
But upon any default in the performance or
observance of this (foregoing) condition, the grantee or his executors
administrators or assigns may sell the said goods and
chattels at public auction, first giving ten days notice
in writing of the time and place of sale to me or
my representatives, or publishing such notice once a
week for three successive weeks in some one
newspaper published in said County of Worcester,

And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him them in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any, to me or my executors administrators or assigns.

And it is agreed that the grantee, or his executors administrators or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid, and that until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same; but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom

In witness whereof I the said Anna M Macmunn hereunto set my hand and seal this third day of October in the year one thousand nine hundred and three.

Signed sealed and delivered
in the presence of
J J Shaughnessy

Anna M Macmunn (L.S.)

A true copy. Attest:
Chas. L. Fairbanks
Town Clerk.

Recd and recorded October 16, 1903 at 11 o'clock A M.

Edmund A Hyde - C B Sawin & Son

Know all men by these presents That I, Edmund A. Hyde of Southborough in the County of Worcester in consideration of one dollar and other valuable considerations to me paid by C B Sawin & Son of said Southborough the receipt whereof I do hereby acknowledge do hereby assign and transfer to said C B Sawin & Son all claims and demands which I now have, and all which, at any time between the date hereof and the first day of February 1906 I may and shall have against the Town of Southborough for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said first day of February 1906 next may and shall become due to me, for services in transportation of school children, to have and to hold the same to the said C B Sawin & Son and their executors, administrators and assigns forever.

And I, Edmund A. Hyde, do hereby constitute and appoint the said C B Sawin & Son and their assigns to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes as I could if personally present.

In witness whereof, I have set my hand and seal this twenty-first day of January, 1904.

Signed sealed and delivered in the presence of Winfield Temple.

Edmund A Hyde (L.S.)

Recvd and recorded January 22, 1904, 8 h. 40 m. A.M.

A true copy. Attest:
Chas. L. Fairbanks
Town clerk

Wallace B. Buck - Oren P. Walker

Know all men by these presents, that I Wallace B Buck of Southborough in the County of Worcester, in consideration of One dollar and other valuable considerations to me paid by Oren P. Walker of Marlborough, Massachusetts, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Oren P Walker all claims and demands which I have against the Southborough Masonic Building Corporation for all sums of money due and for all sums of money and demand due me from Jan. 1, 1903, up to Jan. 1, 1904, for services as Janitor, to have and to hold the same to the said Oren P Walker, his executors, administrators, and assigns forever.

And I, Wallace B. Buck, do hereby constitute and appoint the said Oren P Walker, and his assigns to be my attorney irrevocable in the premises, to do and perform all acts matters and things touching the premises in the like manner to all intents and purposes as I could if personally present.

In witness whereof, I have set my hand and seal this fifth day of February, 1904

Signed, sealed, and delivered in the presence of
Winfield Temple

Wallace B Buck (SS)

Received and recorded Feb'y 5, 1904 12h. 20m P.M.

A true copy Attest
Chas. L. Fairbanks
Town Clerk

Clemons - Donahue

Know all men by these presents

That I Alfonzo A Clemons of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Two Hundred and thirty dollars paid by John F Donahue of said Southborough the receipt whereof is hereby acknowledged, do hereby grant sell, transfer and deliver unto the said John F Donahue the following goods and chattels, namely

One Bay Stalion, One Bay horse "Tony W" and one bay mare, now owned by me and kept in the barn of said John F Donahue in said Southborough

Also one milk route in Marlborough, in the County of Middlesex, Massachusetts, being the two routes purchased by me from Heber Richardson and Robert A Clarke respectively, including cans, bottles, wagons and pungs used in connection with said milk business.

To have and to hold all and singular the said goods and chattels to the said John F Donahue and his executors, administrators and assigns, to their use and behoof forever

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons,

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Two Hundred and thirty dollars in one year from this date with privilege of paying sooner if I so desire with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Two hundred dollars for the benefit of the grantee and his executors, administrators and assigns in such form and in such insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from Marlborough or Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void

But upon any default in the performance or observance of the foregoing condition the grantee or his executors, administrators or assigns may sell the said goods and chattels at public auction, first giving -10- days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County of Worcester. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns

And it is agreed that the grantee or his executors administrators or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid, and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession ~~thereof~~ of said property, and for that purpose may, so far as I can give authority thereby, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Alfonzo A Clemons hereunto set my hand and seal this first day of February in the year one thousand nine hundred and four

Alfonzo A Clemons (L.S.)

Signed sealed and delivered in the presence of
Margaret J Donahue

Received and recorded February 27, 1904 at 1 h. 30 m. P.M.

A true copy. Attest.
Chas. L. Fairbanks
Town Clerk

Whole amount secured by this mortgage is hereby discharged and cancelled.
Southborough, January 11, 1905. Margaret J. Donahue, Witness.

Albert E. Hutt – Edgar Weeks

Know all men by these presents

That I Albert E Hutt of Southborough, Worcester County, Massachusetts in consideration of four hundred and eighty one dollars paid by Edgar Weeks, of Marlborough, Middlesex County, Massachusetts, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Edgar Weeks the following goods and chattels, namely:

one pair of gray horses, bought of L E Coolidge in Spring of 1902, weight about 2900 pounds, one being a mare called Nellie, and one a horse called Dick

one pair horses bought of James Henry at foreclosure sale of property of A D Hoxx in June 1903, weight about 2600 pounds, one being a horse called Jack, color bay black points; and one a mare called Dollie, color dark brown.

The last described pair of horses are subject to whatever legal claim may now be held by Hugh T Balfour of Marlborough Mass

To have and to hold all and singular the said goods and chattels to the said Edgar Weeks and his executors, administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances except as aforesaid; that I have good right to sell the same as aforesaid, and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the grantee, or his executors, administrators or assigns the sum of four hundred eighty-one dollars on demand after this date, with interest as stated in a note of even date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than —, shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note shall be void

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors

administrators or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. And out of the money arising from such sale, the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns

And it is agreed that the grantee, or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may so far as I can give authority thereto, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom

In witness whereof I the said Albert E. Hutt hereunto set my hand and seal this twenty-ninth day of February in the year one thousand nine hundred and four

Albert E. Hutt

Received and recorded March 2, 1904 at 3h. 25m. P.M.
A true copy. Attest:
Chas. L. Fairbanks
Town Clerk

A. E. Hutt - H. A. Gilmore

Know all men by These Presents

That I Albert E Hutt of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of One thousand dollars to me paid by Harvey A Gilmore of Westborough in said County of Worcester the receipt whereof is hereby acknowledged, do hereby grant sell transfer and deliver unto the said Harvey A Gilmore the following goods and chattels, namely:

No 1 One large Black and white cow with stub horns
" 2 " Red and white cow, no horns, with star
" 3 " Red cow with broad horns and a white switch.
" 4 " Red and white cow with high horns
" 5 " Light red and white cow with no horns
" 6 " Red and white ayrshire cow slim horns with white tail
" 7 " Black and white cow with no horns and white tail
" 8 " Black cow with no horns
" 9 " Black cow with high horns and a small star
" 10 " Black cow with horns and white points
" 11 " Large Black cow high large horns
" 12 " Large Black cow with white udder
" 13 " Black and white Holstein cow with white points
" 14 " Black and white Holstein cow with big horns
" 15 " Black and white cow with no horns and white points
" 16 " Red-Brown cow with no horns, white points

To have and to hold all and singular the said goods and chattels to the said Harvey A Gilmore and his executors administrators and assigns to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels, that they are free from all incumbrances, That I have good right to sell the same as aforesaid, and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the vendee or his executors, administrators or assigns the sum of One thousand dollars on demand from this date, with interest as stated in one note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum

not less than eight hundred dollars for the benefit of the vendee and his executors, administrators and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee or his representatives attempt to sell or to remove from my premises in said Southborough the same or any part thereof; then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition the vendee or his executors, administrators or assigns may sell the said goods and chattels at public auction first giving ten days notice in writing of the time and place of sale to me or my representatives or publishing such notice once a week for three successive weeks in some one newspaper published in said County of Worcester, and out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the vendee or his executors administrators or assigns or any person or persons in their behalf may purchase at any sale made as aforesaid, and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the vendee or those claiming under him may take immediate possession of said property and for that purpose may go so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated and remove the same therefrom.

In witness whereof I the said Albert E Hutt hereunto set my hand and seal this fourth day of April in the year one thousand nine hundred and four

Signed and sealed in presence of

A P Wilson

Albert E Hutt (LS)

Received and recorded April 9, 1904 at 8 h 15 m P. M.

A true copy. Attest:

Chas F. Fairbanks Asst Clerk

C B Williams - First National Bank

Know all men by these presents that I Christina B Williams of Southboro, State of Mass, in consideration of Fifty dollars paid by The First National Banks of Marlboro of Marlboro Mass, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said First National Banks of Marlboro the following goods and chattels, namely:

One Newton Piano No 20444

To have and to hold all and singular the said goods and chattels to the said First National Banks of Marlboro and its assigns, to their use and behoof forever

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; That they are free from all incumbrances, that I have good right to sell the same as aforesaid, and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors administrators or assigns shall pay unto the grantee or its assigns the sum of Fifty dollars as follows Twenty-five dollars May twentieth and Twenty five dollars August 29th from this date, with interest as stated in one note of even date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than

dollars for the benefit of the grantee and executors, administrators, and assigns, in such form and in such (insurance) companies as they shall approve, shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not except with the consent in writing of the grantee or its representatives attempt to sell or to remove from Southboro Mass. the same or any part thereof, - then this deed, as also the aforesaid note, shall be void

But upon any default in the performance or observance of the foregoing condition, the grantee, or its assigns may sell the said goods and chattels at public auction first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in Marlboro, Mass. And out of the money arising from such sale the grantee, or their representatives shall be entitled to retain all sums

then secured by this mortgage, whether then or thereafter payable, including all costs charges and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any to me or my executors administrators or assigns.

And it is agreed that the grantee or its assigns or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under it may take immediate possession of said property and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Christina B Williams hereunto set my hand and seal this twelfth day of April in the year one thousand nine hundred and four

Signed sealed and delivered in the presence of
Frederick D. Potter

Christina B Williams (L.S.)

Received and recorded April 13, 1904 at 3 h 30 m P M

A true copy Attest
Chas. L. Fairbanks,
Town clerk

William A Gould = Waldo B Fay

Know all men by These presents that I, William A Gould of Southboro in the County of Worcester ~~and~~ in consideration of one dollar to me paid by Waldo B Fay of said Southboro, do hereby assign, transfer and convey to said Waldo B Fay all wages, sums of money and credits due me from the Town of Southboro up to and including April 30th, 1904

In witness whereof I hereto set my hand and seal this 30th day of April 1904

William A Gould [L.S.]

Received and recorded May 2nd, 1904 at 8 h. 50 m A.M.

A true copy

Attest: Chas. L. Fairbanks
Town Clerk

Know all men by These presents that I, William A. Gould, of Southborough in the County of Worcester in consideration of one dollar to me paid by Waldo B Fay of Southborough. The receipt whereof I do hereby acknowledge do hereby assign and transfer to said Waldo B Fay all claims and demands which I now have, and all which, at any time between the date hereof and the thirty-first day of October next, I may and shall have against the Town of Southborough for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said thirty-first day of October next, may and shall become due to me for services as Highway Surveyor, and for work of team, to have and to hold the same to the said Waldo B Fay, his executors, administrators, and assigns, forever.

And I, William A. Gould, do hereby constitute and appoint the said Waldo B Fay and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present

In witness whereof I have set my hand and seal this second day of May 1904

William A Gould [L.S.]

A true copy, Attest:
Chas. L. Fairbanks Town Clerk

Received and recorded May 2, 1904 at 8 h. 10 m P.M.

A D Nichols et ux, Louis C Dexter

Know all men by these presents, That we Addison D Nichols & Sarah F Nichols of Southborough in the County of Worcester and Commonwealth of Massachusetts, grantors in consideration of One Hundred and twenty-five dollars, paid by Louis C Dexter, grantee, of Boston, Mass., grant sell and deliver to Louis C Dexter, the following goods and chattels!

Mah fr. par. set 6 pc. 5 oil ptgs.; 50 yds ingrain cpt.; 3 pc l cur.; 4 o chairs; Ch. w t. side board & mirror, 8 pc of silver Ch. ext. table; Hanging lamp. Mah. Bed. 8 ch b s chairs; B w fr. arm chair; Cot bed H. w table Ash bu. B. w. clock. B w. w t ch. set. 7 pc. 3 smyrna rugs B w. fr. rocker, w & w sew. mach. 3 B. w. w t tables; Oak ch. set. 6 pc.; 5 smyrna rugs, B & bed; Oak fr. chairs; B & bed, Bu. ch. set. less bed, B w fr. chairs, Oak table, 3 h. matt.

and all beds, bedding, musical instruments; ornaments; carpets; crockery, china, glass and silver ware, and every article of household furniture, and all other household goods, now & during the continuance of this mortgage owned by us and now located on premises occupied by us, in said Southborough or on such other premises as we may hereafter occupy.

To have and to hold to the grantee to his own use forever, and we covenant with the grantee that we own said goods and chattels free from incumbrances.

Provided that if we shall pay the grantee One hundred and twenty five dollars in three months from this date, of which Ten dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest thereon, monthly, at the rate of One & one half per cent. per month until paid in full, and shall pay at least Five dollars each month on the principal, as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to grantee any sums which he may pay for insurance, shall not

suffer them or any part thereof to be attached on mesne process, nor waste, sell, or remove the same from the aforesaid premises, without a written permission from said grantee, then this deed as also the aforesaid note shall be void.

But upon breach of foregoing conditions the grantee may sell all or any of said goods and chattels at public auction, first having given notice to grantors of intention to sell, by mailing such notice, postpaid, seven days at least before such sale, to the address given to the grantee by the grantors, or to the last known residence of said grantors. Upon sale, the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the surplus, if any to the grantors and holding the grantors to pay any balance due thereon.

It is agreed that we will keep the conditions of this mortgage; that upon breach of the condition, or upon any loss by fire or otherwise of any of the property herein mentioned, all sums hereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to him from us, besides those above described, which it is agreed include all reasonable costs, expenses and counsel fees in any way incurred by him and sums paid to discharge any legal claims of third persons affecting the same; that the grantee may purchase at any sale; that after default in the condition hereof, the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property.

The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage

In witness whereof, we the Grantors Addison D Nichols & wife Sarah F Nichols. herein set our hands and seals this 4th day of June A.D 1904

Signed and Sealed in presence of
K M Dempsey

Addison D Nichols (L.S.)
Sarah F Nichols (L.S.)

Recorded and recorded June 4th 1904 at 3h 30m P M

A true copy
Attest
Chas. L. Fairbanks
Town Clerk

The within Mortgage is hereby discharged
LC Dexter
per K.D. atty 9/13 04

PAID
Sep 13 1904
Note cancelled
LC Dexter

A true copy. Attest
recorded Sept 13, 1904 6.30 P.M.
Chas. L. Fairbanks,
Town Clerk

James F Shaw & Co American Loan & Trust Co

Know all men by these presents

That we, James F. Shaw of Brookline and Edward P Shaw of Newburyport, both in the Commonwealth of Massachusetts, copartners in trade under the firm name and style of James F Shaw & Company, in consideration of eighty-eight hundred dollars ($8800.) to us paid by the American Loan & Trust Company, incorporated under the laws of said Commonwealth, as trustee under an indenture of mortgage between the Framingham, Southborough and Marlborough Street Railway Company, incorporated under the laws of said Commonwealth, and the American Loan & Trust Company, dated January 20, 1899, the receipt of which sum is hereby acknowledged, do hereby sell, transfer and assign unto said American Loan & Trust Company, its successors and assigns forever three Brill semi-convertible double truck cars numbered 113, 113 and 117, and one Brill truck

To have and to hold the above described property unto said American Loan & Trust Company and its successors in trust, to its and their own use forever, upon the terms, provisions, conditions, covenants and agreements and for the purposes set forth in said mortgage made by the Framingham, Southborough & Marlborough Street Railway Company to the said American Loan & Trust Company as trustee dated January 20, 1899, with all the rights and privileges on the part of the said trustee set forth therein and subject to all the terms, provisions, conditions, covenants and agreements contained in said mortgage or indenture of trust, and the same are hereby made a part hereof as fully as if the same were fully set forth herein

In witness whereof said James F Shaw and Edward P Shaw, copartners as aforesaid have hereunto set their hands and common seal this 29th day of June 1904

Edward P Shaw
James F Shaw } copartners as Jas F Shaw & Co (L.S.)

Commonwealth of Massachusetts
Suffolk ss.

On the 29 day of June, 1904, personally appeared the above named James F Shaw and Edward P Shaw, and acknowledged the foregoing instrument to be their free act and deed, before me,

Arthur W Clapp
Justice of the Peace

Received and recorded July 1, 1904 at 11 h 30 m A M

A true copy, attest.
Chas S. Fairbanks
Town Clerk

Boston & Worcester St. Ry. Co - American Loan & Tr. Co

Know all men by these presents, that the Boston & Worcester Street Railway Company, incorporated under the laws of the Commonwealth of Massachusetts, pursuant to the provisions of an indenture of mortgage between said Boston & Worcester Street Railway Company and the American Loan & Trust Company, incorporated under the laws of said Commonwealth, dated August 1, 1903 and recorded with Southborough Town Clerks' Records, book 5, page 344, and in consideration of one dollar and other valuable considerations to said Boston & Worcester Street Railway Company paid by said American Loan & Trust Company as trustee under said indenture of mortgage, the receipt whereof is hereby acknowledged, doth grant, sell, convey, transfer and assign unto said American Loan & Trust Company, its successors and assigns forever, all and singular the lines of railway and branches and extensions thereof, lands, rights of way, real and lease hold estate, engines, cars, rolling stock, dynamos, equipment, machinery, tools, implements, materials, furniture, fuel, supplies, contracts, books, documents, choses in action, and other chattels and personal estate, franchises, rights and privileges acquired by said Boston & Worcester Street Railway Company since the execution of said indenture of mortgage, together with all stations, ware houses, power houses, machine shops, bridges, buildings, structures, approaches, works, privileges, easements and appurtenances to or with the said premises or any part thereof appertaining or enjoyed

To have and to hold the same with all the incidents and appurtenances thereof and thereto belonging unto and to the use of said American Loan & Trust Company and its successors and assigns forever, upon the terms, provisions, conditions, covenants and agreements and for the purposes set forth in said mortgage made by said Boston & Worcester Street Railway Company to said American Loan & Trust Company as trustee, dated August 1, 1903, recorded as above set forth with all the rights and privileges on the part of the said trustee set forth therein and subject to all the

terms, provisions, conditions, covenants and agreements contained in said mortgage or indenture of trust, and the same are hereby made a part thereof as fully as if the same were fully set forth herein.

In witness whereof said Boston & Worcester Street Railway Company has hereto set its common seal and caused these presents to be executed in its name and behalf by George A. Butman, its treasurer, thereto duly authorized, this 29th day of June, 1904.

Boston & Worcester Street Railway Company
by
Geo. A. Butman Treasurer

Commonwealth of Massachusetts.
Suffolk, ss.

On the 29 day of June, 1904. personally appeared the above named George A. Butman and acknowledged the foregoing instrument to be the free act and deed of said corporation, before me,

Arthur H. Clapp.
Justice of the Peace.

Received and recorded July 1. 1904. at 11 h. 30 m A M

A true copy Attest
Chas. L. Fairbanks
Town Clerk.

Albert E. Hutt - Edgar Weeks.

Know all men by these presents that I, Albert E. Hutt of Southborough, Worcester County, Massachusetts, in consideration of four hundred and eighty one dollars paid by Edgar Weeks of Marlborough, Middlesex County, Massachusetts, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Edgar Weeks the following goods and chattels, namely:

One black horse with white star, seven years of age, bought by me of W. A. Andrews in June last.

To have and to hold all and singular the said goods and chattels to the said Edgar Weeks and his executors, administrators and assigns, to their use and behoof forever.

And I do hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, except as aforesaid that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators or assigns the sum of four hundred eighty one dollars on demand after this date, with interest as stated in a note dated Feb. 29th 1904, signed by me, and until such payment shall keep the said goods and chattels insured against fire, in a sum not less than

, shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process,

and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof -, then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition the grantee, or his executors, administrators or assigns may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County.

And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same: rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default,

the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises for which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I, the said Albert E. Hutt, hereunto set my hand and seal this ... day of July in the year one thousand nine hundred and four.

Albert E. Hutt.

Received and recorded July 11, 1904 at 8 h 30 m a m

A true copy, attest:
Chas L. Fairbanks
Town Clerk

Mc. Hale – Shaughnessy.

Know all men by these presents that I James Mc. Hale of Southborough in the County of Worcester and Commonwealth of Massachusetts, otherwise known as James Mc Kale, in consideration of One hundred Seventy-five Dollars paid by John J. Shaughnessy of Marlborough in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said John J. Shaughnessy the following goods and chattels, namely:

Seven cows – two horses, all the hay, wagons, carts, harnesses – farming tools and utensils, together with each and every article of personal property on the farm where I live in Southborough, Mass,

To have and to hold all and singular the said goods and chattels to the said John J. Shaughnessy and his executors, administrators, and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators or assigns shall pay unto the grantee or his executors, administrators, or assigns the sum of One hundred and seventy five dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall

keep the said goods and chattels insured against fire in a sum not less than said amount for the benefit of the grantee and his executors, administrators and assigns in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels nor suffer them nor any part thereof to be attached on Mesne process, and shall not except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators or assigns, may sell the said goods and chattels at Public Auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough, and out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same: rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that, until default in

Dated 12, 1918 I hereby discharge this mortgage
John F. O'Haughney mortgagee

the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I, the said James C. Mc. Hale, otherwise known as James C. Mc. Kale hereunto set my hand and seal this sixteenth day of July in the year one thousand nine hundred and four.

James C. X Mc Kale
his
mark.

Signed, sealed and
delivered in presence
of Frank P. O'Donnell

Received and recorded July 18, 1904
at 8 h. 30 m. A M.

A true copy, Attest:
Chas. L. Fairbanks
Town Clerk

Mc Hale - Roche.

Know all men by these presents that I James E. Mc. Hale of Southborough and the County of Worcester, and the Commonwealth of Massachusetts, otherwise known as James E. Mc. Hale in consideration of five hundred dollars paid by Martin Roche of said Southborough, the receipt where of is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Martin Roche the following goods and chattels, namely:

Seven cows, two horses, all the hay, wagons, carts, harnesses, farming tools and utensils, together with each and every article of personal property on the farm where I live in Southborough, Mass.

To have and to hold all and singular the said goods and chattels to the said Martin Roche and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances except a mortgage to John J. Shaughnessy, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons except as aforesaid. Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the grantee or his executors, administrators, or assigns the sum of Five hundred Dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than said amount, for the benefit of the grantee and his executors, administrators and

assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof,- then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough, and out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or there after payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default,

the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part there of may be situated, and remove the same therefrom.

In witness whereof I the said James C. Mc.Kale otherwise known as James C. Mc.Kale here unto set my hand and seal this sixteenth day of July, in the year one thousand nine hundred and four.

Signed, sealed and delivered in the presence of
Frank P. O'Donnell.

James C his X mark Mc.Kale

Having received the amount secured by the within mortgage the same is hereby discharged of record this 1st day of August, 1904.
Mary Ann Mortimer

Recvd and recorded July 18, 1904 at 8 h. 30 m a.m.
A true copy
Attest:
Chas L. Fairbanks
Town Clerk

Edwin J. Stone = Harry N. Savin.

Know all men by these presents that I Edwin J. Stone of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Twenty-seven dollars, to me paid by Harry N. Savin of said Southborough, the receipt whereof is hereby acknowledged, do grant, sell, transfer and deliver unto the said Harry N. Savin the following goods and chattels, namely:

One roan camel back cow. No horns.
One red cow. No horns.
One large Guernsey cow.
One black and white cow.

All now on the premises occupied by me in said Southborough.

To have and to hold all and singular, the said goods and chattels to the said Harry N. Savin and his executors, administrators, and assigns, to their own use and behoof forever.

And I do hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless that if I or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of Twenty seven dollars, in one month from date, with interest as stated in a promissory note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Twenty seven dollars, for the benefit of the vendee, and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them

or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from Southborough aforesaid the same or any part thereof, — then this deed, as also the aforesaid note shall be void. But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors administrators, or assigns, may sell the said goods and chattels, at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by me or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the vendee, or his executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default the vendee or those claiming under him may take immediate possession of said property, and for that purpose may so far as I can give authority therefor enter upon any premises on which said property or any part thereof may be

situated, and remove the same therefrom.

In witness whereof I the said Edwin J. Stone hereunto set my hand and seal this twentieth day of July in the year one thousand nine hundred and four.

Signed and sealed in presence of Francis D. Newton.

Edwin J. Stone. (L.S.)

Receive and recorded July 20, 1904 at 3h. 18m PM

A true copy. Attest;
Chas. L. Fairbanks
Town Clerk

William Rodenison - Winfield Temple.

Know all men by these presents, that I, William Rodenison of Marlborough in the County of Middlesex and Commonwealth of Massachusetts, mortgagee named in a certain mortgage of personal property given by Anna Mc. Macmunn of Southborough in the County of Worcester and said Commonwealth to me dated October 3rd A. D. 1903, and recorded on the records of the Town of Southborough with the Records of mortgages of personal property, book 5 Page 372, in consideration of One Dollar and other valuable considerations paid by Winfield Temple of said Marlborough the receipt whereof is hereby acknowledged, do hereby assign, transfer, and set over unto the said Winfield Temple the said mortgage deed, the note and claim thereby secured, and all my right, title, and interest in the personal property thereby conveyed.

In witness whereof, I hereunto set my hand and seal this thirtieth day of July, A. D. 1904

William Rodenison. (L.S.)

Received and recorded August 1, 1904 at 3h. 30m. P.M.

A true copy Attest.
Chas. L. Fairbanks
Town Clerk

William Rodenison – Winfield Temple.

Know all men by these presents, that I, William Rodenison of Marlborough in the County of Middlesex and Commonwealth of Massachusetts, mortgagee named in a certain mortgage of personal property given by Mary Mackrum of Southborough in the County of Worcester and said Commonwealth to me dated October 3, A. D. 1903, and recorded on the records of the Town of Southborough with the records of mortgages of personal property, book 5, page 370, in consideration of One Dollar and other valuable considerations paid by Winfield Temple of said Marlborough the receipt whereof is hereby acknowledged, do hereby assign, transfer, and set over unto the said Winfield Temple the said mortgage deed, the note and claim thereby secured, and all my right, title, and interest in the personal property thereby conveyed.

In witness whereof, I hereunto set my hand and seal this thirtieth day of July A. D. 1904.

William Rodenison (L.S.)

Received and recorded August 1, 1904 at 3 h. 30 m P M

A true copy, Attest:
Chas. L. Fairbanks
Town clerk

Macmun – Macmun-

Know all men by these presents, that I, Mary Macmun of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by Anna M. Macmun of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Anna M. Macmun the following goods and chattels, namely:

4 black and white cows, 1 red and white cow and 1 black horse, called Jerry, kept on the premises occupied by said Anna M. Macmun in said Southborough.

To have and to hold, all and singular the said goods and chattels to the said Anna M. Macmun and her executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels: that they are free from all incumbrances, except a mortgage on the cows to William Rodenhaver, dated October 3, 1903, and recorded in the records of the Town Clerk of Southborough, which mortgage is now held by Winfield Temple, assignee, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons except as aforesaid.

In witness whereof, I the said Mary Macmun hereunto set my hand and seal this thirtieth day of July, in the year one thousand nine hundred and four

All interlineations made before signing.

Signed, sealed and delivered
in presence of
Winfield Temple.

Mary Macmun. (L.S.)

Received and recorded August 1, 1904 at 3h 30m P M

A true copy; Attest:

Chas. L. Fairbanks Town clerk

Macmunn — Temple.

Know all men by these presents, that I, Anna M. Macmunn of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Two Hundred Three and 91/100 Dollars paid by Winfield Temple of Marlborough in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Winfield Temple the following goods and chattels, namely;

Seven cows described as follows:- four black and white cows, one red and white cow. Two Ashire cows both having horns, also black horse named Harry, all kept on the premises occupied by me in said Southborough, and owned by me.

To have and to hold, all and singular the said goods and chattels to the said Winfield Temple and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, except two certain mortgages given to William Rodensor, both mortgages dated Oct. 3, 1903 and recorded with the records of Personal Property with the Town Clerk of Southborough, said two mortgages having been assigned to Winfield Temple, that I have good right to sell the same as aforesaid; And that I will warrant and defend the same against the lawful claims and demands of all persons, except as aforesaid.

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns, the sum of Two Hundred and Three and 91/100 Dollars as stated in a note of even

date on four months time, and any note given in renewal of this note or renewal notes, from this date with interest as stated in a note of even date signed by me, and until such payment, shall keep the said goods and chattels insured against fire in a sum not less than Two Hundred and Three and ?/100 Dollars, for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance companies as they shall approve: Shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, — then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition the grantee or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving 10 days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale, the grantee, or his representatives, shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or assigns,

or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee, or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Anna M. Macmunn hereunto set my hand and seal this thirtieth day of July in the year one thousand nine hundred and four.

Anna M. Macmunn. (L.S.)

Received and recorded August 1, 1904 at 3h. 30m P.M.
A true copy, Attest!
Chas. L. Tanbanks
Town Clerk

Cyrus Heyde - Chas. B. and Harry N. Sawin.

Know all men by these presents that I. Cyrus A. Heyde of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Five hundred and Sixty five and $\frac{35}{100}$ dollars paid by Charles B. Sawin and Harry N. Sawin, both of Southborough aforesaid, and doing business under the firm name and style of Charles B. Sawin & Son, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Charles B. Sawin & Harry N. Sawin the following goods and chattels, namely;

One black and white cow called Number 7
" Brindle & white " No name.
" Red & white " called Spot.
" Black & white " No name
/ Black " called White face.
" " " " Minnie
" Brindle & white " " Nancy
" Brindle & white " " Bug Horn
" Red & white " " Flora
" Black & white " " Old White
" Black & white " " Line Back
" Black & white " " Mc. Intyre
One white Horse called Tom
One Bay Horse " Don.

To have and to hold, all and singular the said goods and chattels to the said Charles B. Sawin & Harry N. Sawin and their executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendees that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if I, or my executors, administrators, or assigns,

shall pay unto the vendees, or their
executors, administrators, or assigns,
the sum of Five hundred Sixty five and $\frac{35}{100}$
dollars on demand after this date, with
interest as stated in a promissory note
of even date signed by me, and until
such payment shall keep the said goods
and chattels insured against fire in a
sum not less than Five hundred
sixty five and $\frac{35}{100}$ dollars, for the benefit
of the vendees and their executors,
administrators, and assigns, in such
form and in such Insurance Companies
as they shall approve; shall not waste
or destroy the said goods and chattels,
nor suffer them or any part thereof
to be attached on mesne process, and
shall not except with the consent in
writing of the vendees or their represent-
atives, attempt to sell or to remove
from said Southborough the same or
any part thereof; — then this deed, as
also the aforesaid note, shall be void.

But upon any default in the
performance or observance of the foregoing
condition, the vendees, or their executors,
administrators, or assigns, may sell
the said goods and chattels at public
auction, first giving ten days notice
in writing of the time and place of
sale to me or my representatives, or
publishing such notice once a week for
three successive weeks in some one
newspaper published in said Southborough.
And out of the money arising from such
sale the vendees or their representatives
shall be entitled to retain all sums
then secured by this mortgage, whether
then or thereafter payable, including all
costs, charges, and expenses incurred or
sustained by them in relation to the
said property, or to discharge any
claims or liens of third persons
affecting the same; rendering the

surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendees or their executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendees or those claiming under them may take immediate possession of said property, and for that purpose, may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I, the said Cyrus A. Hoyde, hereunto set my hand and seal this fourth day of August in the year one thousand nine hundred and four.

Signed and sealed
In presence of
Francis O. Newton.

Cyrus A. Hoyde. (L.S.)

Received and recorded August 5, 1904 at 9h. 12m A.M.
A true copy Attest
Chas. L. Fairbanks,
Town Clerk.

Benjaman F. Sudey – William N. Mc. Intyre.

Know all men by these presents that I, Benjaman F. Sudey of Marlborough, in the County of Middlesex and Commonwealth of Massachusetts, in consideration of One Dollar and other valuable considerations paid by William N. Mc. Intyre of said Marlborough, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said William N. McIntyre all claims and demands which I now have, and all which, at any time between the date hereof and the first day of August, 1905, I may and shall have against Alphonze A. Clemons of Southborough in the County of Worcester and said Commonwealth, for all sums of money and for all sums of money and demand which at any time between the date hereof and the said first day of August, 1905 next may and shall become due to me for milk already delivered and sold to said Alphonzo A. Clemons and for milk hereafter delivered and sold to said Alphonze A. Clemons between now and the first of August 1905.

To have and to hold the same to the said William N. McIntyre his executors, administrators and assigns forever.

And I, Benjaman F. Sudey do hereby constitute and appoint said William N. McIntyre and his assigns, to be my attorney irrevocably in the premises, to do and perform all acts, matters and things, touching the premises in the like manner to all intents and purposes, as I could if personally present.

In witness whereof I have set my hand and seal this Eighth Day of August, 1904.

Signed and sealed in the presence of Winfield Temple.

Benjaman F. Sudey (L.S.)

Received and recorded August 8, 1904 at 6 h. 30 m. P.M.
A true copy. Attest:
Chas. A. Fairbanks,
Town Clerk.

A A Clemons - G D Bill

Know all men by these presents That I, Alfonso A. Clemons of Southboro' in the County of Worcester and Commonwealth of Massachusetts, in consideration of Two Hundred and Twenty-five Dollars, paid by Guerdon D. Bill of Marlboro' in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Guerdon D. Bill, the following goods and chattels, namely: One rubber tired open body 30-8½ qt milk cans, 1 doz 4 quart cans, 1 express wagon, 200 milk bottles, 1 express harness, 2 buffalo robes, 1 plush robe, 4 horse whips, 3 horse blankets, and one milk tank. Said property being now kept at 10 West Main Street in said Marlborough.

To have and to hold all and singular the said goods and chattels to the said Guerdon D. Bill and his executors, administrators and assigns, to their use and benefit forever. And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons. Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Two Hundred and Twenty-five dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than said amount for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall advise: shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Marlborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Marlborough. And out of the money arising from such sale the grantee, or his representatives

shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of said persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.
And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as afore said; and that in case default in the performance or observance of the condition of this deed, I and my executors administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.
In witness whereof I the said Alfonso A. Clemons hereunto set my hand and seal this nineteenth day of September in the year one thousand nine hundred and four.

Signed, sealed and
delivered in presence of
J. J. Shaughnessy

Alfonso A. Clemons (L.S.)

Received and recorded Sept. 20, 1904 at 10 h AM
A true copy
Attest:-
Chas. L. Fairbanks,
Town Clerk

A D Nichols et ux L. C. Dexter

Know all men by these presents, that we, Addison D. Nichols & Sarah F. Nichols of Southboro in the County of Worcester and Commonwealth of Massachusetts, grantors in consideration of One hundred & twenty dollars paid by Louis C. Dexter, grantee, of Boston, Mass. grant, sell and deliver to Louis C. Dexter the following goods and chattels:

Mah fr. bu. set 6 pc; 5 oil hgs; 50 yds in clt; 3 bur & cur; 7th chair; Ch. mt. side-board & mirror; 8 pc sil; Ch ext table; Kang. rug; Mah sec. & Ch & r. chairs; 3 wc. fr. arm chairs; Cot bed; mr. table; Ash bu; 3 wc. clock; 3 wc. mt. ch. set 7 pc; 3 smyrna rugs; 3 wc fr. rocker; W & W. sew. mach. 3 Bu. mt. tables; 3 ch. set 6 pc. 5 smyrna rugs; B & J. bed; Oak chair; B & J. bed; En. ch. set less bed; Bu. fr. chair; Oak table; 3 h. mattr. and all beds, bedding, musical instruments, ornaments, carpets, crockery, china, glass and kitchen ware, and every article of household furniture, and all other household goods, now or during the continuance of this mortgage owned by us, and now located on premises occupied by us, in said Southboro, or on such other premises as we may hereafter occupy.

To have and to hold to the grantee to his own use forever, and we covenant with grantee that we own said goods and chattels free from encumbrances.

Provided, that if we shall pay the grantee One hundred & twenty dollars in Three months from this date, of which Ten dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest thereon, monthly, at the rate of One & one half per cent. per month until paid in full and shall pay at least Five dollars each month on the principal as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to grantee any sums which he may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process, nor assign, sell, or remove the same from aforesaid premises, without a written permission from said grantee, then this deed as also the aforesaid note shall be void.

But upon breach of foregoing conditions the grantee may sell all & any of said goods and chattels at public auction, first having given notice to grantors of intention to sell,

by sending such notice, postpaid, seven days at least before such sale, to the address given by the grantee for the grantor or to the last known residence of said grantor. Upon sale, the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the surplus if any to the grantor and holding the grantor to pay any balance due thereon.

It is agreed that we will keep the condition of this mortgage; that upon breach of the condition, or upon any loss by fire or otherwise of any of the property herein mentioned all sums hereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to him from us, besides those above described, which it is agreed include all reasonable costs, expenses and counsel fees in any way incurred by him and sums paid to discharge any legal claims of third persons affecting the same; that the grantee may purchase at any sale; that after default in the condition hereof, the grantee may take possession of said property and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof, we the Grantors Addison D. Nichols & wife Sarah F. Nichols herein set our hands and seals this 13th day of Sept. A.D. 1904.

Signed and Sealed
in presence of
W. M. Dempsey

Addison D. Nichols (L.S.)
Sarah F. Nichols

Received and recorded Sept. 13, 1904
at 6h. 30m P.M.
A true copy Attest
Chas. L. Fairbanks
Town Clerk

The within Mortgage is hereby discharged
Boston Dec. 24, 1904
L C Dexter
for N.D. Atty.

PAID
Dec 24 1904
Note cancelled.
L.C. Dexter

A true copy
attest
Chas. L. Fairbanks
Town Clerk

First National Bank – Christina B. Williams

– Discharge –

Know all men by these presents that the First National Bank of Marlboro, Mass. the mortgagee named in a certain mortgage given by Christina B. Williams to said bank dated April 12 th A.D. 1904. and recorded with Southborough Town Clerk. libro 5, folio 382, do hereby acknowledge that it has received from said Christina B. Williams the mortgagor named in said mortgage, full payment and satisfaction of the same; and in consideration thereof it does hereby cancel and discharge said mortgage, and release and quitclaim unto the said Christina B. Williams and her heirs and assigns forever, the premises thereby conveyed. In witness whereof it has hereunto set its hand and seal this sixteenth day of November A.D. 1904.

Signed and sealed
in the presence of
Frederick D. Potter

First National Bank of
Marlboro, Mass
F.L. Claflin. Cashier

A true copy, Attest
Chas. L. Fairbanks
Town Clerk

Anna M Macmun
to
Winfield Temple

Know all men by these presents, that I, Anna M. Macmun of Southborough in the County of Worcester and Commonwealth of Massachusetts, in consideration of Two hundred and seven dollars and ninety-nine cents paid by Winfield Temple of Marlborough in the County of Middlesex and said Commonwealth the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Winfield Temple, the following goods and chattels, namely:
Seven cows, described as follows:- Four black and white cows, one red and white cow, Two Ashire cows both having horns, also black horse named Harry, all kept on the premises occupied by me in said Southborough, and owned by me.
To have and to hold all and singular the said goods and chattels to the said Winfield Temple and his executors, administrators and assigns, to their use and behoof forever.
And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, except two certain mortgages given to William Rodenisor, both mortgages dated Oct 3. 1903. and recorded with the records of Personal Property with the Town Clerk of Southborough, said two mortgages having been assigned to Winfield Temple. Also one other mortgage to said Temple. that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons, except as aforesaid.
Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Two hundred and seven dollars and ninety-nine cts ($207.99) on demand from this date, with interest as stated in a note of even date signed by me, and untill such payment shall keep the said goods an Chattels insured against fire in a sum not less than Two hundred and seven dollars and ninety-nine cents for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels, nor suffer them nor any part there of to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part there of, - then this deed, as also the aforesaid note, shall be void.
But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public

auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, & publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough or said County of Worcester. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Anna M. Macmun hereunto set my hand and seal this first day of December, in the year one thousand nine hundred and four.

Signed, sealed and delivered
in presence of

Anna M. Macmun

Witness.
Dora E. Macmun

A true copy. Attest.
Chas. L. Fairbanks
Town Clerk

Received and recorded
December 3. 1904 at three hours
thirty minutes P M.

A D Nichols Et Ux - Louis C. Dexter

Know all men by these presents, That we, Addison D. Nichols & Sarah F. Nichols of Southboro in the County of Worcester and Commonwealth of Massachusetts, grantors, in consideration of One Hundred & Twenty $\frac{00}{100}$ dollars, paid by Louis C. Dexter, grantee, of Boston, Mass. grant, sell and deliver to Louis C. Dexter the following goods and chattels: All beds, bedding, musical instruments, ornaments carpets crockery, china, glass and silver ware, and every article of household furniture, and all other household goods, now or during the continuance of this mortgage owned by us and now located on premises occupied by us, in said Southboro; or on such other premises as we may hereafter occupy. The said personal property hereby conveyed is more specifically described as hereinafter given. But it is intended to be hereby conveyed; if not mentioned or described in detail. Mah. fr. par. set 6 pi; 5 oil pfgs; 50 yds ingrain cpt; 3 hr l. cur; Mh. chair; Ch. m. t. side-board & mirror; 8 pi. of silver; Ch ept table; Hanging lamp; Mah. sec. 8 ch. 1 r. s. chairs; Bw. fr. arm chair; Cab. bed; Hw. table; Ash bu. Bw. clock; Bw. m. t. ch. set 7 pi; 3 smyrna rugs; Bw frame rocker; W & W. sew. mach; 3 bw. m. t. tables; O. ch. set 6 pi; 5 smyrna rugs; B & D. bed; En. ch. set less bed Bw. fr. chairs; Oak table, 3 h. matt.

To have and to hold to the grantee to his own use forever, and we covenant with grantee that we own said goods and chattels free from encumbrances

Provided, that if we shall pay the grantee One hundred & twenty $\frac{00}{100}$ dollars in three months from this date, of which Ten $\frac{00}{100}$ dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest thereon, monthly, at the rate of One & one half per cent. per month until paid in full, and shall pay at least Five $\frac{00}{100}$ dollars each month on the principal, as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to grantee any sums which he may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process, nor waste, sell or remove the same from aforesaid premises, without a written permission from said grantee, then this deed as also the

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shou said note shall be void.
But Upon Breach of foregoing conditions the grantee may sell all or any of said goods and chattels at public auction, first having given notice to grantors of intention to sell, by mailing such notice, postpaid seven days at least before such sale, to the address given to the grantee by the grantors or to the last known residence of said grantors. Upon sale, the grantee shall retain all sums then secured by this mortgage, whether or thereafter payable, rendering the surplus, if any to the grantors and holding the grantors to pay any balance due thereon.
It is Agreed that we will keep the condition of this mortgage; That upon breach of the condition, or upon any loss by fire or otherwise of any of the property herein mentioned, all sums hereby secured, with interest to such time shall become due and payable; That the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to him from us, besides those above described, which it is agreed include all reasonable costs, expenses and counsel fees in any way incurred by him and sums paid to discharge any legal claims of third persons affecting the same; That the grantee may purchase at any sale; That after default in the condition hereof, the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.
In witness whereof, we the Grantors, Addison D. Nichols & wife Sarah F. Nichols herein set our hands and seals this 24th day of Dec. A. D. 1904.

Signed and Sealed in presence of
K. M. Dempsey

Addison D. Nichols
Sarah F. Nichols

Received and recorded December 24, 1904 at 3.30 P.M.
A true copy Attest
Chas. L. Fairbanks
Town Clerk

Paid, Note Cancelled
April 27, 1905
Louis S. Dexter
by [illegible]

A true copy of mortgage
Sept. 13, 1905
Chas. L. Fairbanks
Clerk

Henry Veytt - Columbia Loan Co

Know all men by these presents that I, Henry Veytt or Henry Veytt of Needham County of Norfolk, State of Massachusetts in consideration of Fifty-five ($55) paid by Columbia Loan Co of Boston, Mass., the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Columbia Loan Co the following goods and chattels, namely: 2 The T. J. Collins Barber chairs, one Standard Time recording clock, oak frame barber case with 2 plate glass mirrors, 6 hard wood arm chairs, oak mug rack, One bureau case, copper boiler, 2 oil heaters all brushes, mugs, razors, etc. etc, now in shop occupied and run by me in Southboro Mass or in such other shop as I may hereafter occupy or use

To have and to hold all and singular the said goods and chattels to the said Columbia Loan Co and their executors, administrators and assigns, to their own use and behoof forever. And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators or assigns shall pay unto the grantees, or their executors, administrators, or assigns the sum of Fifty-five dollars of which five dollars is agreed to be expense of making loan; with interest at the rate of Two and $\frac{50}{100}$ dollars, per month payable monthly in one month from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than One hundred dollars for the benefit of the grantees and their executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantees or their representatives, attempt to sell or to remove from Southboro the same or any part thereof. - Then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantees, or their executors administrators, or assigns, may sell the said goods and chattels at public auction,

first giving seven days notice in writing of the time and place of sale to grantor or his representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southboro. And out of the money arising from such sale the grantee, or their representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to grantor or his executors, administrators or assigns.

And it is agreed that the grantee, or their executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed grantor and his executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same but after such default, the grantee, or those claiming under them may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Henry Veytt or Henry Vyett hereunto set my hand and seal this 10th day of January in the year one thousand nine hundred and five.

Signed, sealed and delivered
in presence of
Arthur A. Blunt

Henry Veytt

Receive and recorded January 12, 1905
at 8.30 A.M

A true copy Attest:
Chas. L. Fairbanks
Town Clerk

Maria Anderson - John T. Batchelder

Know all Men by These Presents, That I, Maria Anderson of Southboro in the County of Worcester in consideration of One Hundred and Fifteen Dollars to me paid by John T. Batchelder of Boston, County of Suffolk, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said John T. Batchelder all claims and demands which I now have, and all which, at any time between the date hereof and the first day of January 1907 next, I may and shall have against Margaret Burnett and Robert Burnett, jointly or severally for all sums of money due, and for all sums of money and demand which, at any time between the date hereof and the said first day of January, 1907, next, may and shall become due to me, for services as laundress to have and to hold the same to the said John T. Batchelder, but not to his executors, administrators, or assigns forever. And I, Maria Anderson do hereby constitute and appoint the said John T. Batchelder and his assigns, to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in the like manner to all intents and purposes, as I could if personally present.

In Witness Whereof, I have set my hand and seal, this eighth day of March 1905.

Maria Anderson (L.S.)

Received and recorded March 14, 1905
at 3 h. 00 m. P.M.
a true copy. Attest:
Chas L. Fairbanks
Town Clerk

H Wyett - Columbia Loan Co

Know all Men by these Presents, That I. Henry Wyett of Marlboro in the County of Middlesex and Commonwealth of Massachusetts grantor, in consideration of Fifty-five dollars paid by Columbia Loan Co., grantee, of Boston, Mass., grant, sell and deliver to Columbia Loan Co. the following goods and chattels: 2 The T. J. Collins barber chairs, one Standard Time wall clock, oak frame barber case with 2 plate glass mirrors, copper boiler, oak frame mug rack, bureau case, 6 n.w. arm chairs, 2 oil heaters, all chairs, razors mugs, strops, etc. etc. now or during the continuance of this mortgage owned by me in shop occupied and conducted by me in Southboro Mass or in any premises I may occupy or use.
To have and to hold to the grantee to its own use forever, and I covenant with grantee that I own said goods and chattels free from encumbrances
Provided, that if I shall pay the grantee Fifty-five dollars in one month from this date, of which five dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest thereon, monthly, at the rate of Two and 50/100 dollars per month until paid in full and shall pay at least Four dollars each month on the principal as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to grantee any sums which it may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process nor waste sell, or remove the same from aforesaid premises, without a written permission from said grantee, then this deed as also the aforesaid note shall be void.
But Upon Breach of foregoing conditions or any of them the grantee may sell all or any of said goods and chattels at public auction, first notifying the mortgagor in manner provided in section five of chapter one hundred and ninety-eight of the Revised Laws of the time and place of any sale to be made in foreclosure proceedings at least seven days before such sale. Upon sale, the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the

surplus, if any, to the grantor, and holding the grantor to pay any balance due thereon.
It is agreed that I will keep the condition of this mortgage: that upon breach of the condition, or upon any loss by fire or otherwise of any property herein mentioned, all sums thereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof, further to secure the grantee for any other sums that are or may become due to it from me, besides those above described, which it is agreed include all reasonable costs expenses and counsel fees in any way incurred by it by reason of this mortgage, and sums paid to discharge any legal claims of third persons affecting the same; that the grantee may purchase at any sale; that after any default in the conditions hereof the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage. In witness whereof I the Grantor Henry Vyett herein set my hand and seal this 18th day of March A.D. 1905.

Signed and Sealed in presence of
Arthur A. Blunt

Henry Vyett (LS)

Received and recorded March 21. 1905
at 8h. 30 m A.M.
a true copy, attest:
Chas. L. Fairbanks,
Town Clerk

Albert E. Hutt Hugh J. Balfour

Know all Men by these Presents, that I, Albert E. Hutt of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Two Hundred and twenty-five Dollars paid by Hugh J. Balfour of Marlborough in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, bargain and deliver unto the said Hugh J. Balfour the following goods and chattels, namely:

One-two horse market wagon, one-two horse milk wagon, two-one horse single express wagons, two hair double harness, two set single harnesses, one brown mare named "Nellie", one gray gelding called "Eagle."

Being owned by me and kept at the farm occupied by me and known as the Simpson Farm in said Southborough.

To have and to hold all and singular the said goods and chattels to the said Hugh J. Balfour and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Two hundred and twenty-five dollars on demand from this date, with interest as stated in my note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Two hundred and twenty-five Dollars for the benefit of the grantee and his executors, administrators, and assigns in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But when any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving 10 days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County of Worcester.
And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.
And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under me may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.
In witness whereof I the said Albert E. Hutt hereunto set my hand and seal this sixth day of May in the year one thousand nine hundred and five.

Signed, sealed and delivered
in presence of
Daniel M. Cousins A.E. Hutt (LS)

Received and recorded May 13. 1905 at 6 h. 30 m P.M.
A true copy
Attest:
Chas. L. Fairbanks
Town Clerk

Arthur Currnyn
alias
Arthur Kiernan

Bay State Clothing Co.

Know all Men by these Presents. That I. Arthur Currnyn of Southboro. in the County of Middlesex, in consideration of Eighteen ($18.00) Dollars to me paid by Bay State Clothing Co of Worcester aforesaid the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Bay State Clothing Co all claims and demands which I now have, and all which, at any time between the date hereof and the Twenty-fourth day of November next, I may and shall have against Dr J. L. Bacon or any future employer for all sums of money due and for all sums of money and demand which, at any time between the date hereof and the said Twenty-Fourth day of November next, may and shall become due to me for services as Laborer to have and to hold the same to the said Bay State Clothing Co his executors, administrators and assigns forever.
And I. Arthur Currnyn do hereby constitute and appoint the said Bay State Clothing Co and his assigns, to be my attorney, irrevocable in the premises, to do and perform all acts matters and things touching the premises in the like manner to all intents and purposes, as I could if personally present
I also agree to pay all charges that may be incurred in collecting the same.
In Witness Whereof, I have set my hand and seal, this Twenty-Fourth day of November. 1904

Signed, sealed and delivered,
in the presence of
N. M. Coon.

Arthur Currnyn (L.S.)
alias
Arthur Kiernan

Received and recorded June 7. 1895
at 3 h. 40 m. P.M.
A true copy. Attest:
Chas. L. Fairbanks
Town Clerk

Addison D Nichols et al. Louis C Dexter

Know all Men by these Presents, That we Addison D. Nichols & Sarah F. Nichols of Southboro in the County of Worcester and Commonwealth of Massachusetts, grantors, in consideration of One Hundred & twenty-four $\frac{00}{100}$ dollars paid by Louis C. Dexter, grantee, of Boston, Mass., grant, sell and deliver to Louis C. Dexter, the following goods and chattels: All beds, bedding, musical instruments, ornaments, carpets, crockery, china, glass and silver ware, and every article of household furniture, and all other household goods, now or during the continuance of this mortgage owned by us, and located on premises occupied by us, in said Southboro or on such other premises as we may hereafter occupy. The said personal property hereby conveyed is more specifically described as hereinafter given, but is intended to be hereby conveyed, if not mentioned or described in detail. Mah. fr. p. bst 6 p; 5 oil pktgs; 50 yds ing; 3 prs l. cur; Up. chair; Ch. m. t. sideboard & mirror; 8 p. of sil; Ch. ext. table; Hanging lamp; Mah sec; 8 Ch. C. s. chairs; Bw. fr. arm chair; Cot bed, rw. table, bch bu; Bw. clock; Bw. m. t. ch. set; 7 pi; 3 sm. rugs; Bw. fr. rocker; W & W. sew. mach; 3 bw. m. t. tables; O ch. set 6 pcs; 5 sm. rugs; B & S. bed, En. ch. set less bed; Bw. fr. chair; O. table; 3 h. matt.

To have and to hold to the grantee to his own use forever, and we covenant with grantee that we own said goods and chattels free from encumbrances provided, that if we shall pay the grantee One Hundred & twenty-four $\frac{00}{100}$ dollars in Three months from this date, of which Ten $\frac{00}{100}$ dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest thereon, monthly, at the rate of One & one-half per cent per month until paid in full, and shall pay at least Five $\frac{00}{100}$ dollars each month on the principal as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to grantee any sums which he may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process, nor sell, or remove the same from aforesaid premises, without a

written permission from said grantee, then this deed as also the aforesaid note shall be void. But upon Breach of foregoing conditions or any of them the grantee may sell all or any of said goods and chattels at public auction: Provided that the grantors shall be notified in the manner provided in Section five of Chapter one hundred and ninety eight of the Revised Laws of the time and place of any such sale to be made in foreclosure proceedings at least seven days before such sale. Upon sale the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the surplus, if any, to the grantors, and holding the grantors to pay any balance due thereon.

It is agreed that we will keep the condition of this mortgage; that upon breach of the condition, or upon any loss by fire or otherwise of any of the property herein mentioned, all sums hereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to him from us, besides those above described, which it is agreed include all reasonable costs, expenses and counsel fees in any way incurred by him and sums paid to discharge any legal claims of third persons affecting the same; that the grantee may purchase at any sale; that on default in the condition hereof, the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or fault in any way thereby, any premises on which any of said property may be situated, and remove the same therefrom, or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof, we the Grantors, Addison D. Nichols & wife Sarah F. Nichols herein set our hands and seals this 12th day of Sept A.D. 1905

Signed and Sealed
in presence of
K. M. Dempsey

Addison D. Nichols [L.S.]
Sarah F. Nichols [L.S.]

Recvd and entered September 13th 1905 at 8h. a m.
a true copy. Attest.
Chas. L. Fairbanks
Town Clerk

The within Mortgage is hereby discharged
Boston Feb. 12 1906
Louis C. Dexter
per K. D. atty

A true copy
Attest
Chas. H. Newton
Town Clerk

Luigi C Carchia – Buffalo Steam Roller Co.

This Indenture, made and entered into this 25th day of October in the year A. D. 1905. between Luigi C. Carchia 17 Tileston St of Boston in the County of Suffolk and the State of Mass party of the first part and Buffalo Steam Roller Company, of Buffalo, Erie County, New York (a Body Politic and Corporate under the Laws of the State of New York) of the second part; Witnesseth, That the said party of the first part, for and in consideration of the sum of Eleven hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, sell, convey and confirm unto the said party of the second part all and singular, the following described Goods and Chattels, to wit:

One second hand Kelly roller 12 tons.

which said above-described property, at the date of these presents, is in possession of said party of the first part, and is free and clear of all liens, conveyances incumbrances, and levies

To Have and To Hold all and singular the said goods and chattels hereinbefore granted, bargained and sold, or mentioned, or intended so to be, unto the said party of the second part, and its assigns forever. Provided always, and these presents are upon this Express Condition, that if the said party of the first part shall well and truly pay, or cause to be paid, to the said party of the second part, or its assigns, the sum of Eleven hundred Dollars, with the interest according to the terms of ten certain promissory notes, signed by the said party of the first part, payable to Buffalo Steam Roller Company, or order, as follows, viz:

One Note dated Oct 25. 1905. due Jan 1. 1906. for $200.00 and interest.

One Note dated Oct 25. 1905. due May 1. 1906. for $100.00 and interest.

" " " Oct 25 1905. " June 1 1906 " 100.00 " "

" " " Oct 25. 1905. " July 1 1906. " 100.00 " "

" " " Oct 25. 1905. " Aug 1 1906. " 100.00 " "

" " " Oct 25. 1905. " Sept 1 1906 " 100.00 " "

" " " Oct 25. 1905. " May 1 1907 " 100.00 " "

" " " Oct 25. 1905. " June 1 1907 " 100.00 " "

" " " Oct 25. 1905 " July 1. 1907 " 100.00 " "

" " " Oct 25. 1905 " Aug 1. 1907 " 100.00 " "

as security for which Notes this indenture is given, and shall also pay all expenses of filing or recording this instrument, then these presents and every matter herein contained, shall cease and be null and void. But in case default shall be made in the payment of the sum of money mentioned in either of the notes above referred to, or the interest thereon, or any part thereof at the time limited for the payment of the same, or if said party of the first part shall sell, assign, dispose of, or attempt to sell, assign, or dispose of, the whole or any part of the goods and chattels, or if the said party of the second part, or its assigns, shall deem themselves insecure, then the whole amount of said sum of money, in said Note mentioned, which shall not have been paid, shall be considered as due and payable, and then and from thenceforth, it shall and may be lawful for the said party of the second part, their executors, administrators or assigns, or his, her or their authorized agents, to enter upon the premises of the said party of the first part, or any place or places where the said goods or chattels, or any part thereof may be, and take possession thereof, and to remove the same to any place or places they may deem best, and to sell and dispose of the same for the best price or prices that can be obtained therefor at public sale, giving five days notice (if said sale be public) by a written or printed notice to be posted at one or more public place or places in the town, village or city where the sale is to be made, or at a private sale, with or without notice, for cash or on credit, as the said party of the second part, or assigns, their agent or attorney, may elect, at any which sale at auction said party of the second part, or assigns, agent or attorney, may become the purchaser and out of the money arising from the sale thereof, to pay and retain the said sum of money before mentioned and interest thereon, and all charges, costs and expenses of pursuing, searching for, taking, removing, keeping, storing, and selling said described property, and also all charges of attorneys and agents, for services in such removal and sale, rendering the surplus money (if any there shall be) to the said party of the first part; provided also that if the proceeds of said sale, after all expenses, as above specified shall have been fully

said, do not amount to a sufficient sum necessary to cancel the whole debt and interest thereon, then in that case the said Buffalo Steam Roller Company are hereby authorized and empowered to endorse not amount on any or all notes representing said debt, as they in their judgment may elect to do; and the said party of the first part hereby waives any appraisement, and any and all relief from any valuation or appraisement laws.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the presence of
B. E. Holmes

Luigi C. Carchia

a true copy Attest
Chas. L. Fairbanks, Town Clerk

Received and entered October 30, 1905 at 3 o'clock P.M.

Adin A. Doan John Cowern

Know all men by these presents that I, Adin A. Doane of Southborough, in the County of Worcester and Commonwealth of Massachusetts, in consideration of Four hundred Dollars paid by John Cowern of said Southborough, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said John Cowern the following goods and chattels, namely;

Five cows;
One horse, black with white face, about 15 yrs
One farm wagon;
1 Democratt;
1 sleigh;
2 heavy harnesses;
1 light harness;
1 harrow;
A lot small farming tools and utensils;
A flock of hens about 100 in number;
About 8 or 10 tons of hay;
Also my interest in 2 cows purchased on lease from H. A. Gilmore & Co.
Also my interest in an organ;

All the above contained and owned by me on farm occupied by me, said farm being on the road from Fayville to Cordaville in said Southborough.

It is agreed that all property added to or in substitution of the above shall immediately become subject to this mortgage.

Intending to hereby mortgage all live stock, farming tools and implements of every description.

To have and to hold all and singular the said goods and chattels to the said John Cowern and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels;

that they are free from all incumbrances, except those articles purchased on lease, that I have good right to sell the same as aforesaid: and that I will warrant and defend the same against the lawful claims and demands of all persons except as aforesaid.

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Four hundred Dollars on demand from this date, with interest as stated in a note of even date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Four hundred dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, I attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving 10 days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County. And out of the money arising from such sale the grantee, or his representatives shall

be entitled to retain all sums then secured by this mortgage, whether then or there after payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Adin A. Doane hereunto set my hand and seal this twenty sixth day of December in the year one thousand nine hundred and five.

Signed, sealed and delivered
in presence of
Winfield Temple.

Adin A. Doane. [L.S.]

Received and Recorded January 2. 1906 at 4h. 10m P.M.

A true copy Attest
Chas. L. Fairbanks, Town Clerk

Entered in full
January 10 1907
Joslin Converse

A true copy Attest: Chas. H. Newton Town Clerk

Isaac W Hartwell - H C Beaman et al.

Know all men by these presents that I, Isaac N. Hartwell, of Southboro, in the County of Worcester and Commonwealth of Massachusetts, in consideration of one dollar and other valuable considerations, paid by Harry C. Beaman and William S. Brooks of Princeton in said County, the receipt whereof is hereby acknowledged do hereby grant, sell, transfer, and deliver unto the said Harry C Beaman and William C. Brooks the following goods and chattels, namely,

All my household furniture situated on the farm in Southboro, Massachusetts, this day conveyed by me to said Beaman and said Brooks. All my farm utensils and tools situated on the same,
A chestnut colt aged about 15 months,
A dark red colt aged about 4 years
A bay mare aged about 12 years
A cow aged about 4 years, part Jersey and
Seventy five chickens.

All said live stock being located on said farm.

To have and to hold all and singular the said goods and chattels to the said Harry C. Beaman and William S. Brooks and their executors, administrators and assigns, to their own use and behoof forever. And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I, the said Isaac N. Hartwell hereunto set my hand and seal this twenty sixth day of December in the year one thousand nine hundred and five.

Signed, sealed and delivered in presence of
Alexander H. Bullock.

Isaac N. Hartwell [seal]

Received and Recorded Jan. 8, 1906 at 8 h. 5 m. P.M.
A true copy Attest:
Chas. L. Richards, Town Clerk

E. J. Stone - Charles B. Sawin

Know all men by these presents that I Edwin J. Stone of Southborough in our county of Worcester and Commonwealth of Massachusetts, in consideration of one hundred dollars paid by Charles B. Sawin of Southborough in said county and commonwealth the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Charles B. Sawin the following goods and chattels, namely;

Ten cows, commencing on North end of Barn.

No 1 Guernsey - color yellow and white.
" 2 Guernsey - color red and white - no horns
" 4 Red color Durham
" 5 color Nearly black,
" 7 Jersey color yellow
" 8 Durham Red and white on face.
" 9 Old cow - color Red and mottled In the south
" 10 Guernsey color spotted red & white " "
" 11 Color Red - No horns.
" 12 Color Brown and white.

To have and to hold all and singular the said goods and chattels to the said Charles B. Sawin and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns shall pay unto the grantee, or his executors, administrators or assigns, the sum of one hundred dollars in six months from this

date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than one hundred dollars for the benefit of the grantee, and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from Southborough, Mass, the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving 10 days' notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough, and out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee

or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I, the said Edwin J. Stone hereunto set my hand and seal this 3rd day of January in the year one thousand nine hundred and six.

Signed, sealed and delivered
in presence of

Edwin J. Stone. (L.S.)

Received and Recorded January 5th 1906 at 8 h. 00 m P.M.
A true copy. Attest,
Chas. L. Fairbanks
Town Clerk

Isaac W. Hartwell – William S. Brooks

Know all men by these presents that I, Isaac W. Hartwell of Southboro in the County of Worcester and Commonwealth of Massachusetts in consideration of one dollar and other valuable considerations paid by William S. Brooks and Harry C. Beaman of Princeton in said County – the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said William S. Brooks 2nd Harry C. Beaman the following goods and chattels. namely

About 4 tons of hay more or less, 1 sleigh, 1 fur robe 1 horse blanket, 1 Road cart 1 horse rake 1 tip cart. about 10 cords four foot wood, more or less, and about ½ cord wood stove length. about 500 feet more or less of 2 inch chestnut plank, 1 bay mare about 12 years old.

All the above on the premises in Southboro. Mass. conveyed to said Brooks and Beaman by deed under date of December 26th 1905.

To have and to hold all and singular the said goods and chattels to the said William S. Brooks 2nd Harry C. Beaman and their executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will Warrant And defend the same against the lawful claims and demands of all persons.

In witness whereof I the said Isaac W. Hartwell hereunto set

my hand and seal this Fifth day of April in the year one thousand eight hundred and six.

Signed sealed and delivered in presence of

Stephen C. Sears

Isaac W. Hartwell [L.S.]

Received and Recorded Apr. 5, 1906
at 2 h 35 m P.M.
A true copy attest
Chas. H. Newton
Town Clerk

Emma J. McKay to Henry G. Spicer

Know all men by these presents that I Emma J. McKay of Boston in the County of Suffolk and the Commonwealth of Massachusetts in consideration of Sixteen hundred dollars paid by Henry G. Spicer of Southboro in the County of Worcester and said Commonwealth the receipt whereof is hereby acknowleged, do hereby grant, sell, transfer and deliver unto the said Henry G. Spicer the following goods and chattels, namely: Two seated democrat, two horse buckeye mower, express wagon, wheelbarrow, plow, cultivator, tip cart hay wagon, 50 fowl, 40 chickens, Grind stone driving harness, express harness, set double harness, one horse two cows water tank feed cutter, lot of lumber, manure fork hoe, pitch fork, lot of cut wood, grain chest and milk cooler.

All located on Prospect Street in said Southborough on estate this day conveyed to said McKay.

To have and to hold all and singular the said goods and chattels to the said Henry G. Spicer and his executors, administrators and assigns to their use and behoof forever.

And I hereby covenant with the grantee that her the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons,

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Sixteen hundred fifty dollars, in the following manner, two hundred dollars Oct. 15th 1906 and balance Fourteen hundred fifty dollars in two years from

this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than five hundred dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companys as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors Administrators, or assigns, may sell the said goods and chattels at public auction first giving 10 days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors administrators, or assigns. This mortgage and a mortgage on real estate to Henry G. Spicer of even date are

both given to secure payment of one note for Sixteen hundred fifty dollars.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same; but after such default, the grantee or those claiming under me may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Emma J. McKay hereunto set my hand and seal this twelfth day of July in the year one thousand nine hundred and six.

Signed, sealed and delivered in presence of
Chas E Fullerton

Emma J. McKay (L.S.)
John H. McKay (L.S.)

Received and recorded July 17 1906
at 10.30 A. M.
A true copy Attest
Chas. H. Newton
Town Clerk

Frank M. Files et ux Chas. E. S. MacCorey -

Know all men by these presents that we Frank M. Files and Lucy E. Files his wife of Arlington in the County of Middlesex and the Commonwealth of Massachusetts in consideration of Eighteen hundred dollars paid by Charles E. S. Mac. Corey of Boston in the county of Suffolk and the Commonwealth aforesaid the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Chas. E. S. Mac Corey the following goods and Chattels, Namely: One Sharples steam separator (Little Giant No. 22-192) One harrow one two horse mowing Machine american harrow and horse hoe, Plow 3 Raidators One steam boiler and engine all hay and fodder in barn, Hay fork, grain chest, Washing Machine

All located on what is known as the McKie farm on the road from Cordaville to Southboro Center in Southboro Mass. being same property this day deeded to grantors by said Mac Corey.

To have and to hold all and singular the said goods and chattels to the said Charles E. S. Mac Corey and his executors, administrators and assigns, to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owner of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that we will Warrant and defend the same against the lawful claims and demands of all persons;

Provided nevertheless that if we or our executors, administrators or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of eighteen hundred dollars as per tenor of Mortgage note of even date, with interest as stated in a note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than five hundred dollars for the benefit of the grantee and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from present location after some or any part thereof, then this deed, as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving 10 days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in Worcester County and out of the money arising from such sale the grantee, or his representatives shall be entitled to

retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators or assigns.

This mortgage and a mortgage on real estate to Charles E. S. MacCoy of even date are both given to secure payment of one note of eighteen hundred dollars.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, we and our executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said Frank M. Filer and Lucy E. Filer hereunto set our hand and seal this seventh day of September in the year

one thousand nine hundred and six

Signed, sealed and delivered
in presence of

Ulysses L. Beers { Frank M. Files (L.S.)
Lucy E. Files (L.S.)

A true copy Attest:
Charles H. Newton
Town Clerk

Boston Oct. 2d 1912
For value received, I hereby release all
claim as Mortgagee in the within Mortgage.
Charles E. S. MacCarty

Received and recorded Oct. 8 1906
at 2.04 P.M.
A true copy, Attest:-
Chas H. Newton
Town Clerk

Discharge of Mortgage

H.G.S. Spicer to Emma J. McKay

Know all men by these presents that I Henry G. Spicer of Fayville in the County of Worcester and Commonwealth of Massachusetts a certain Mortgage of personal property given by Emma J. McKay of Fayville to Mr Henry G. Spicer dated twelfth of July A.D. 1906, and recorded in records of Mortgages of Personal Property in the Clerks office of the Town of Southboro Massachusetts book 5 page 445 do hereby acknowledge that I have received from Emma J. McKay the Mortgagor named in said Mortgage, full payment and satisfaction of the same; and in consideration thereof I do hereby cancel and discharge said Mortgage, and release unto the said Emma J McKay the personal property thereby sold and transferred. In witness Whereof, I hereunto set my hand and seal this eight day of December A.D. 1906

Signed and sealed in the presence of
Claude H. Colpit
Justice of the Peace
} Henry G. Spicer (L.S.)

Received and Recorded
Dec. 11. 5h 50m P.M.

A true copy Attest:
Chas H. Newton
Town Clerk

Anna M McMunn to
Charles B. Vawin
and
Harry W. Vawin

Know all men by these presents that I Anna M McMunn of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of Sixty one and 32/100 dollars to me paid by Charles B. Vawin and Harry W. Vawin both of said Southborough the receipt where of is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Charles B. Vawin and Harry W. Vawin the following goods and chattels, namely:

One Red and white Cow called Nellie
One Black and white Cow called Pet
One Brown No horn Cow called Horn Pet
One Red and White Cow called Dandy.
One Black and White Cow called Fanny.

To have and to hold all and singular the said goods and chattels to the said Charles B. Vawin and Harry W. Vawin and their executors, administrators, and assigns, to their own use and behoof forever. And I hereby covenant with the vendees that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will Warrant and defend the same against the lawful claims and demands of all persons.

Provided, Nevertheless, that if I, or my executor, Administrators, or assigns, shall pay into the vendees or their executors, administrators, or assigns, the sum of Sixty one dollars and thirty two cents in four months from this date,

with interest as stated in a promisory note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Sixty one dollars and thirty two cents, for the benefit of the vendees, and their executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the Consent in writing of the vendees or their representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing Condition, the vendees or their executors, administrators or assigns, may sell the said goods and chattels, at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough, and out of the money arising from such sale the vendees, or their representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons upon the

the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or their executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, and executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Anna McMunn hereunto set my hand and seal this fifth day of January in the year one thousand nine hundred seven

Signed and sealed in presence of
Francis H. Newton

Anna McMunn (L.S.)

Received and recorded
Jan. 7, 07 at 9.10 A. M.

A true copy Attest;
Chas. H. Newton
Town Clerk

Joseph Peel et al Thos B. Brady

See Page 512 for Record of discharge of this Mortgage & Ed. H.

Know all men by these presents that we, Joseph Peel and Alice Orr Peel, both of Southborough in the County of Worcester in the Commonwealth of Massachusetts, in consideration of four hundred (400) dollars paid by Thomas B. Brady of Melrose in the County of Middlesex in said Commonwealth, the receipt whereof is hereby acknowledged do hereby grant, sell, transfer and deliver unto the said Thomas B. Brady the following goods and chattels, namely: All the personal property belonging to us or either of us located in the homestead belonging to said Alice Orr Peel in said Southborough, comprising in part:

One Hallet and Davis upright piano;
Mahogny extension dining table,
one oak sideboard and five dining chairs
five sets chamber furniture including iron beds
range and kitchen fittings
Rugs, carpets, pictures china and glassware, chairs, tables, bric-a-brac, draperies, together with all other furniture and fittings, table linen, bed clothing and personal property of every kind and nature, now located on said premises, or any that may be added to that now on hand.

Excepting, however, a certain mahogany chiffonier, the property of said Joseph Peel which is not to be included in this mortgage.

To have and to hold all and singular the said goods and chattels to the said Thomas B. Brady and his executors, administrators and assigns, to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances.

that we have good right to sell the same as aforesaid; and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we, or our executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators or assigns, the sum of four hundred (400) dollars in six months from this date, with interest as stated in our note of even date signed by us, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than five hundred (500) dollars for the benefit of the grantee, and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from their present location the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving seven days notice in writing of the time and place of sale to us or our representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County

and out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, untill default in the performance or observance of the condition of this deed, we and our executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof we the said Joseph Peel and Alice Orr Peel hereunto set our hands and seals this sixth day of February in the year one thousand nine hundred and seven.

Signed, sealed and delivered in presence of } Joseph Peel (L.S.)
Wm E Waterhouse } Alice Orr Peel (L.S.)

Received and Recorded
Feb. 7 1907 at 3.30 P.M.

A true Copy Attest:
Chas. H. Newton
Town Clerk

Boston & Worcester Street Railway Company

American Loan and Trust Company Trustee

Know all men by these presents That the Boston and Worcester Street Railway Company, incorporated under the laws of the Commonwealth of Massachusetts, pursuant to the provisions of the indenture of mortgage between it and the American Loan & Trust Company as Trustee, dated August 1, 1903, and in consideration of one dollar and other good and valuable considerations, to said Boston and Worcester Street Railway Company paid by said American Loan and Trust Company, do hereby sell, transfer and assign unto said American Loan and Trust Company, its successors and assigns forever, the following property acquired by said Boston and Worcester Street Railway Company since the execution of said mortgage, to wit;

6 fifty foot Brill Semi-Convertible Vestibule Motor Car Bodies.

6 sets of Brill Double Trucks

6 G. E. 73-4 Motor Car Equipments

7 14 Bench Brill Narragansett Open Car Bodies

7 Sets of Double Trucks

Electrical equipment for 7 open cars with exception of Motors together with fenders, registers, heaters, trolley catchers, scrapers, signs, electrical wire, etc, belonging to said equipment.

To have and to hold the same with with all the incidents and appurtenances thereof and thereto belonging unto and to the use of said American Loan and Trust Company and its successors and assigns

forever upon and subject to all the trusts, powers and provisions of the indenture of Mortgage above referred to.

In witness whereof the said Boston and Worcester Street Railway Company has caused its common seal to be hereto affixed and these presents to be executed and delivered in its name and behalf by its President and its Treasurer, hereto duly authorized, this 7th day of February, 1907. (Executed in eleven parts)

Boston and Worcester Street Railway Co.
by Jas. F. Shaw
President.
Geo. A. Butman
Treasurer

Commonwealth of Massachusetts
Suffolk, ss. Boston, Mass., February 7, 1907.

Then personally appeared the above named James F. Shaw and George A. Butman, President and Treasurer respectively of the Boston and Worcester Street Railway Company and acknowledged the foregoing instrument to be the free act and deed of the Boston and Worcester Street Railway Company.

Before me,
Eugene W. Leighton
Notary Public

Received and Recorded
1-5 P.M. Feb. 14, 1907

A true copy attest:
Chas. F. Newton
Town Clerk

Thomas F. Conlin to John L. Byard

Know all men by these presents that I Thomas F. Conlin of the town of Southboro, County of Worcester, and Commonwealth of Massachusetts, in consideration of Three hundred dollars paid by John L. Byard, of town, County and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said John L. Byard the following goods and chattels, namely:

One black horse named Frank, one milk wagon known as Foxdale wagon, one pung known as Foxdale, one harness, and the utensils and implements used on the route known as Foxdale Farm Route, together with the good will of said route, if any there be.

To have and to hold all and singular the said goods and chattels to the said John L. Byard and his executors, administrators and assigns to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee or his executors administrators, or assigns, the sum of three hundred dollars in 15 months from this date, with interest as stated in a note of

even date signed by me; and until such payment shall keep the said goods and chattels insured against fire in a sum not less than three hundred dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such insurance companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from place usually kept the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee or his executors, administrators, or assigns, may sell the goods and chattels at public auction, first giving fifteen days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Marlboro, Middl. Co. and out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators, or-

assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom:

In witness whereof I the said Thomas F. Conlin hereunto set my hand and seal this day of April in the year one thousand nine hundred and seven.

Thos. F. Conlin (L.S.)

Signed, sealed and delivered in presence of

Geo. L. Griffin

Gertrude M. Griffin

Received and Recorded
12-15 P.M. Mar. 20 1907

A true copy Attest;
Chas. H. Newton
Town Clerk

Charles B. Vawin Anna Mc Munn

Know all men by these presents that I Charles B Vawin & Son the Mortgagee named in a certain mortgage of personal property given by Anna Mc Mc Munn to me dated January 5th A. D. 1907, and recorded on the records of the Town of Southboro with the records of Mortgages of personal property, book 5 page 452 do hereby acknowledge that I have received from said Anna Macmunn the Mortgagor named in said mortgage, full payment and satisfaction of the debt secured thereby; and in Consideration thereof I do hereby Cancel and discharge said mortgage and release and quitclaim unto the said Anna Macmunn the personal property thereby conveyed.

In Witness where of I hereunto set my hand and seal this third day of May A. D. 1907

Signed and Sealed in the presence of
Francis D. Macolon

C. B. Vawin & Son (L.S.)

Received and Recorded
11 A. M. June 6 1907

F.M. Files — Chas. E.V. MacCorry

Know all men by these presents that I, F.M. Files of Southborough Mass. in consideration of one dollar & other good & valuable consideration paid by Chas. E.V. MacCorry of Boston Mass. the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said MacCorry the following goods and chattels Namely:

1 Dutch Belted Cow now located on my Farm in Southboro Mass. Also 1 Durham Cow at same place.

To have and to hold all and singular the said goods and chattels to the said Chas. E.V. MacCorry and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will Warrant and Defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators or assigns, shall pay unto the grantee or his executors, administrators or assigns the sum of One hundred dollars in One year from this date, with interest as stated in a note of even date signed by Files, and until such payment shall keep the said goods and chattels insured against fire in a sum

not less than One hundred dollars for the benefit of the grantee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from the said farm the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing Condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public Auction, first giving 6 days notice in writing of the time and place of sale to Filer or his representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said County. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him then in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to him, or his executors, Administrators or Assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, he and his executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said F. M. Files hereunto set my hand and seal this 30th day of April in the year one thousand nine hundred and seven.

Signed, sealed and delivered in presence of E. A. Hyde

Frank M. Files (L.S.) (L.S.)

Entered and Recorded
8-45 P.M. July 5 1907

A true Copy Attest;
Chas. H. Newton
Town Clerk

Boston Oct. 2nd 1912
Rec'd this day and released all
Claim as Mortgagee within mentioned.
Charles E. Pike Cary
A true Copy Attest:
Charles H. Newton
Town Clerk

Frank M Eustis et al to Edwin Farwell

Know all men by these presents that we Frank M Eustis and Sarah V. Eustis (wife) of Southborough County of Worcester and Commonwealth of Massachusetts, in consideration of Fifty six Dollars paid by Edwin Farwell of Natick in the County of Middlesex and said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Edwin Farwell the following goods and chattels, namely:

Bed Couch and mattress, Tapestry Carpet, Magee Parlor stove, Morris chair and cushions, Cherry Rocker, Cherry arm chair, Oak plush seat rocker, small table, parlor lamp, two rugs, three pictures, Magee range, Kitchen Table, four wood seat chairs four cane seat oak chairs, Oak extension table, Oak Sideboard, Writing desk, Oak Chiffonier, Art square, White painted iron bed, bureau, commode, "Mascot Refrigerator. Meaning hereby to convey to the said Edwin Farwell all the furniture, carpets, beds, bedding, crockery, tin, iron, plated and glassware, pictures and frames, curtains and fixtures, dining room and kitchen utensils, musical instruments, ornaments and each and every article of household property now in premises occupied by me in house on Worcester Street in Fayville (Southboro Mass. also all other household property which shall, while this Mortgage is in force, be fixed or placed in the above or any premises where the said mortgaged property may be situated in addition to or substitution for that herein specified.

To have and to hold all and singular the said goods and chattels to the said Edwin Farwell and

his executors, administrators, and assigns, to their own use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid, and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we, or our executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns the sum of Fifty six dollars. in one month from this date, with interest payable monthly, at the rate of three per cent. per month of which five dollars and - cents. It is hereby agreed is the actual expense of making and securing this loan, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the amount of this claim, for the benefit of the grantee and his executors, Administrators, and assigns, at such insurance office as they shall approve; shall not waste or destroy the same, nor suffer them or any part thereof to be attached on mesne process; and shall not except with the consent in writing of the grantee or his representative, sell, attempt to sell, or remove or attempt to remove the same or any part thereof from the premises where the same is now situated, and shall allow the grantee or his agent to enter said premises at any time to examine said property, then

this deed, as also a note of even date herewith, signed by the said mortgagor whereby they promise to pay the grantee or order, the said sum and interest at the times aforesaid, shall both be void.

But upon any default in the performance of either of the foregoing conditions, the grantee or his executors, administrators or assigns, or any person or persons in their behalf, shall have the right and privilege of taking immediate possession of said property, and for that purpose may, so far as grantor can give authority therefor, enter, forcibly, if necessary, any building or place in which said goods and chattels may be, and remove the same therefrom, without being guilty of any trespass or tort or liable in any way therefor, and may sell the said goods and chattels by public auction or private sale without further notice or demand, excepting that the debtor shall be notified in the manner provided in section five of chapter one hundred and ninety-eight of the Revised Laws of the time and place of any sale to be made in foreclosure proceedings at least seven days before such sale, and out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same, rendering the surplus, if any,

to the grantor or their executors, Administrators or assigns.

And it is agreed that the grantee or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that no other purchaser shall be answerable for the application of the purchase money.

In witness whereof we the said Frank M. Eustis and wife Sarah V. Eustis hereunto set our hands and seals this fourth day of January in the year one thousand nine hundred and eight

Signed sealed and delivered in presence of

Frank M Eustis [L.S.]

Sarah V Eustis [L.S.]

Received and Recorded
9 A.M. Jan. 6, 1908

A true Copy Attest:
Chas. H. Newton
Town Clerk

Thomas F. Smith — Springfield Security Co.

Know all men by these presents that we, Thomas F. Smith and wife Ann Smith of Southboro, in the County of Worcester, and Commonwealth of Massachusetts, grantors in consideration of fifty ($50.00/100) Dollars paid by Springfield Security Company, a Corporation, grantee, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Springfield Security Company the following goods and chattels, namely:

1 Writing Desk 1 Parlor Table 1 couch
1 Rocker 1 Beach Hair Chair 1 Bureau
1 Dining table 5 Chairs
1 American Sewing Machine #7
1 Couch 1 Parlor Clock 1 Morris Chair
1 Woodbury Piano #22330, 1 "New Hub", range
2 Oak Beds, Bureaus & Commodes

Also all bedding, bed clothes, table linen, table ware, silverware, crockery, glassware and cooking utensils, meaning and intending to convey each and severally all articles of personal property, whether of use or ornament, wearing apparel and family pictures excepted, now or during the continuance of this mortgage owned by us or either of us, and situated in in the house on Framingham Road, Hayville Mass. or in such other dwelling as we may hereafter occupy.

To have and to hold all and singular the said goods and chattels to the said Springfield Security Company and its successors and assigns, to their use and behoof forever.

And we hereby covenant with the grantee that we are the lawful owners of the said goods and chattels; that they are free from all incumbrances, that we have good right to sell the same as aforesaid; and that

we will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if we or our executors, administrators or assigns shall pay unto the grantee, its successors or assigns, the sum of Fifty ($50.00/100) Dollars, (Three Dollars having been paid, by agreement as the expense of making and securing this loan) as follows, viz.: Two Dollars on Monday of each and every week for 12 weeks, beginning the 16th day of December A.D. 1907 and the sum of Twenty six Dollars on the 9th day of March A.D. 1908 with interest thereon at the rate of Thirty six per cent per annum, as stated in a note signed by us (said note, dated December 7 1907, containing a provision that upon the failure to pay any installment, the whole of the note shall, at the option of the holder, become forthwith due and payable) and until such payment, shall keep the said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of grantee (The policies to be payable in case of loss to the grantee and delivered to the grantee forthwith); shall not suffer them or any part thereof to be attached on mesne process, nor waste, sell or remove the same from aforesaid house, then this deed shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee may sell all or any of said goods and chattels at Public auction or private sale, first

giving notice of the time and place of sale by leaving a copy thereof with the mortgagor, or person in possession of the property claiming the same, at least seven days before such sale, or by publishing such notice at least once in each of three successive weeks in one of the principal newspapers, if any, published in said Worcester County upon sale, grantee shall retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, expenses, and reasonable counsel fees incurred or sustained by it in relation to the said property, and all sums paid to discharge any claims or liens affecting the same, rendering the surplus, if any, to grantors and holding grantors to pay any balance due thereon.

It is agreed that we will keep the condition of this mortgage; that upon any breach of the condition, or upon any loss by fire or otherwise of any of the above property, all sums hereby secured with interest to such time shall become due and payable; that grantee may purchase at any sale; that after default in the condition hereof, grantee may take possession of said property and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated and remove the same therefrom; or may, as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns

of each party - shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof We the said Thomas F. Smith and wife Ann Smith of Southboro Mass. hereunto set our hands and seals this Twenty Seventh day of May in the year one thousand nine hundred and eight.

Signed, sealed and delivered in presence of

J. E. Brooks (to both) } Thomas F. Smith L.S.
Ann Smith L.S.

Received and Recorded at 5.20 P.M. May 29, 1908

A true Copy Attest:

Chas. H. Newton
Town Clerk

Alexander J. & Marion H. Delano
to the
Worcester Collateral Loan Association

Know all men by these presents, That we, Alexander J. and Marion Delano of Southboro in the County of Worcester and Commonwealth of Massachusetts, vendor, in consideration of one hundred fifty dollars, paid by the Worcester Collateral Loan Association, vendee, a corporation under the laws of said commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell and deliver unto the said vendee, the following goods and chattels:

1 Dish cabinet Mahogany, Dishes Glassware, etc. 1 Stand & Jardiniere, 5 Pairs Lace Curtains, 1 Sideboard, 1 Glass, 1 Water, & Vinegar Bottles, 1 Sugar, 1 Creamer, 2 Tea Pots (Silver), 1 Coffee Pot, 1 Tea Pot, 1 Chaf. Dish, 1 Card Table, 1 Willow Chair, 1 Hand, 1 Stove, 2 Screens, Center Table, 5 Mahog. Chairs, 1 Lounge, 1 Stand, 6 Rugs, 2 Pictures, 2 Polar Bear Rugs, 1 Mahog. Davenport (Solid), 1 Stand, 1 Center Table (Mahog. round), 1 Bookcase (4 doors) 150 ency. Century Dic. Worlds Best Authors etc, 1 Mahog. Library Table, Bookcase & Books, 1 Library Lamp, 1 Easy Chair, 1 Mirror, 1 Arm Chair, 1 Chair, 11 Pictures, 3 Vases, 1 Mahogany Chamber Set, 3 pieces, 1 Desk, 1 Case & Shelves, 1 Chair, 6 Pictures, 1 Settee (Cane), 1 Iron Bed, 1 Chest Drawers, 2 Stands, 1 Oak Poker, 1 Arm Chair, 2 Screens, 3 Pictures, Fold Mirror, 2 Mattresses & Bedding.

And all beds bedding, carpets, crockery, china, glass and silver ware, ornaments and every article of personal property now owned by us, and situated on the premises Numbered — on - - - Street in said Southboro and that may be owned and added by us to said goods and chattels during the continuance of this Mortgage. To have and to Hold all and singular,

the said goods and chattels to the said vendee, and its successors and assigns, to their own use and behoof forever.

And we hereby covenant with the vendee, that we are the lawful owner of said goods and chattels that they are free from all incumbrances and that we will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, That if we shall pay unto the vendee the sum of one hundred fifty dollars, in one month after date, with interest at 1% per cent. per month, as stated in a note of even date herewith, signed by us, and also three dollars for actual expenses for making and securing said loan, to secure the payment of which this mortgage is given, and shall pay said sums and interest at any other time that they shall become due under the provisions of this mortgage, and until such payment, shall keep the said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the vendee, in such form and in such insurance companies as it shall approve; and shall pay to the vendee any sums which it may pay for any such insurance; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process; shall not, except with the consent in writing of the vendee, attempt to sell or remove from the aforesaid premises the same or any part thereof, and shall not make any change of place of abode without giving previous notice in writing to the vendee, then this deed and said note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or its successors may sell the said goods and chattels at Public Auction, first notifying the debtor in the manner provided in section five of chapter one hundred and ninety eight of the revised laws, of the time and place of any sale to be made in foreclosure proceedings at least seven days before such sale, and out of the money arising from such sale the vendee or its representatives shall be intitled to retain all sums then secured by this mortgage, whether then or thereafter payable, which is agreed includes all costs, charges, expenses and counsel fees incurred or sustained by it in relation to said note or any extension of the same or to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus if any to us or our executors, administrators, or assigns, and holding vendor to pay any balance that may be due thereon.

And it is agreed that we or our heirs, executors, administrators and assigns will keep the condition of this mortgage; that upon any breach of the condition, or upon any loss or destruction by fire or otherwise of the above property, in whole or in part the above note, with interest apportioned to the time thereof, shall become due and payable; that the property is conveyed under this mortgage under the above conditions and agreements further to secure the vendee for any other sums that are or may become due to it from us besides those above described; that the vendee or any person or persons in its behalf

may purchase at any sale; that until any default in the performance or observance of the condition of this deed we may retain possession of and use the mortgaged property; but after such default, the vendee may take immediate possession of said property, and for that purpose may enter forcibly, if necessary, and, without being guilty of any trespass or tort, or liable in any way therefor, upon any premises on which said property or any part thereof may be situated and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property; and the assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof, the said vendor Alexander J. & Marion H. Delano hereunto set our hand and seal this 10th day of July in the year one thousand nine hundred and eight.

Signed and Sealed in presence of

B. E. Stevens } Alexander J. Delano (L.S.)

B. E. Stevens } Marion H. Delano (L.S.)

Received and Recorded at
3.30 P.M. July 20 1908

A true copy Attest;
Chas. H. Newton Town Clerk

John Sealy to Edgar M. Smith

Know all men by these presents that I John Sealy of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of fifteen hundred dollars to me paid by Edgar M Smith of Southboro the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Edgar M. Smith the following goods and chattels, Namely:

Twenty one Cows now in my barn at Southboro
One sorrell work Horse called Mary
One gray work horse " Lindy
One sorrell driving horse " Holly
One Farm Wagon low wheel
One Corn Harvester
One Pneumatic Tire Buggy

To have and to hold all and singular the said goods and chattels to the said Edgar M. Smith and his executors, administrators, and assigns to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided, nevertheless, that if I, or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of Fifteen hundred and ninety dollars in two years from this date, with interest as stated in a promissory

note of even date signed by me and secured also by another mortgage on Real Estate of even date, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than two thousand dollars, for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or his representatives, attempt to sell or to remove from said Commonwealth the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels, at public auction, first giving twenty days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him them in relation to the said property, or to discharge any claims

or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or his executors administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that untill default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same; but after such default, the vendee or those claiming under him may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said John Healy hereunto set my hand and seal this twenty ninth day of September in the year one thousand nine hundred and eight.

Signed and sealed
in presence of

Francis D. Newton } John Healy (L.S.)

Received and Recorded
at 10-25 a.m. Sept. 30, 1908

A true copy Attest:
Chas. H. Newton
Town Clerk

Thomas F. and Ann Smith
to
Worcester Collateral Loan Asso.

Know all men by these Presents, That we Thomas F. and Ann Smith of Southboro in the County of Worcester and Commonwealth of Massachusetts, Vendor, in consideration of thirty five dollars, paid by the Worcester Collateral Loan Association, vendee, a corporation under the laws of said Commonwealth, the receipt whereof is hereby acknowledged, do hereby grant, sell and deliver unto the said vendee, the following goods and chattels:

Range "New Hub" #7, Blue Flame Oil Stove "New Perfection", oven, Kitchen Clock, P.T. Kitchen Table, American Sewing Machine #7, Parlor Lamp (less globe), Oak Table, Upl. Couch, Blk. Walnut Dining Table, 6 C's Dining Chairs, Bureau (less top), Upl. Couch, Oak Comb. Desk, Parlor Clock, Oak Morris Chair, Upright Piano "Woodbury" Oak Case #22330, 3 Smyrna Rugs, Axminster Rugs, Piano Stool, W'd Bed Spring, Mattress, Bedding, Ash Dresser, Ash Comode Stand, Chamber Rocker, 2 Chamber Chairs, Bureau (less top), Iron Bed, Spring, Mattress, Bedding, Commode, Chamber Chair. And all beds, bedding, carpets, crockery, china, glass and silver ware, ornaments and every article of personal property now owned by us, and situated on the premises numbered — on — Street in said Southboro and that may be owned and added by us to said goods and chattels during the continuance of this Mortgage. To have and to hold all and singular, the said goods and chattels to the said vendee, and its

successors and assigns, to their own use and behoof forever.

And we hereby covenant with the vendee, that we the lawful owners of the said goods and chattels that they are free from all incumbrances and that we will warrand and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if we shall pay unto the vendee the sum of thirty five dollars, in one month after date, with interest at 1½ per cent. per month, as stated in a note of even date herewith, signed by us, and also three dollars for actual expenses for making and securing said loan, to secure the payment of which this mortgage is given, and shall pay said sums and interest at any other time that they shall become due under the provisions of this mortgage, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the vendee, in such form and in such insurance companies as it shall approve; and shall pay to the vendee any sums which it may pay for any such insurance; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process; shall not, except with the consent in writing of the vendee, attempt to sell or to remove from the aforesaid premises the same or any part thereof, and shall not make any change of place of abode without giving previous notice in writing to the vendee, then this deed and said note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or its successors or assigns, may sell the said goods and chattels at public auction, first notifying the debtor, in the manner provided in section five of chapter one hundred ninety eight of the Revised Laws, of the time and place of any sale to be made in foreclosure proceedings at least seven days before such sale, and out of the money arising from such sale the vendee, or its representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, which is agreed includes all costs, charges, expenses and counsel fees incurred or sustained by it in relation to said note or any extension of the same or to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to us or our executors, administrators, or assigns, and holding vendor to pay any balance that may be due thereon.

And it is agreed that we and our heirs, executors, administrators and assigns will keep the condition of this mortgage; that upon any breach of the condition, or upon any loss or destruction by fire or otherwise of the above property, in whole or in part, the above note, with interest apportioned to the time thereof shall become due and payable; that the property is conveyed under this mortgage under the above conditions and agreements further to secure the vendee for any other sums that are or may become due to it from us besides those above described; that the vendee or any person or persons in its behalf, may purchase at any sale; that until default in the performance or observance of the condition of this deed

we may retain possession of and use the mortgaged property, but after such default the vendee may take immediate possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any trespass or tort, or liable in any way therefor, upon any premises on which said property or any part thereof may be situated and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property; and the assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof, the said vendors, Thomas F. and Ann Smith hereunto set their hand and seal this 9th day of March in the year one thousand nine hundred and nine.

Signed and sealed in presence of

J. W. Litchfield } Thomas F. Smith (L.S.)
J. W. Litchfield } Mrs. Ann Smith (L.S.)

Received and Recorded
at 3-55 P.M. Mar. 15 1909

A true copy Attest:
Chas. H. Newton
Town Clerk

Boston and Worcester Street Railway Company
to
American Trust Company

Know all men by these presents that the Boston and Worcester Street Railway Company, a Corporation duly established and existing under the general laws of the Commonwealth of Massachusetts, and having its principal place of business in Framingham in the County of Middlesex in said Commonwealth, does hereby, in pursuance of the provisions of an indenture of mortgage dated August 1st, 1903 between said Boston and Worcester Street Railway Company and American Loan and Trust Company, now the American Trust Company, a Corporation duly established and existing under the laws of said Commonwealth and having its principal place of business in Boston in the County of Suffolk in said Commonwealth, and in consideration of one dollar ($1.) and other valuable considerations to the said Boston and Worcester Street Railway Company paid by said American Trust Company, as trustee under said indenture of mortgage, the receipt of which consideration is hereby acknowledged, grant, sell, convey, transfer and assign unto said American Trust Company, its successors and assigns forever, all and singular the lines of railway and branches and extensions thereof, lands, rights of way, real and leasehold estate, engines, cars, rolling stock, dynamos, equipment, machinery, tools, implements, materials, furniture, fuel, supplies, contracts, books, documents, choses in action, and other chattels and personal estate, franchises, rights and privileges, acquired by said Boston and Worcester Street Railway Company since the execution of the supplemental mortgage dated June 29th, 1904, to said American Trust Company, as trustee under said indenture of mortgage, and now owned by said Boston and Worcester Street Railway Company, together with all stations, warehouses, powerhouses, machine shops, bridges, buildings, structures, approaches, works, privileges, easements and appurtenances to or with the said premises, or any part thereof, appertaining or enjoyed;

Especially intending hereby to convey, and hereby conveying, a tract of land abutting upon the northerly side of Eastern Avenue in said Framingham conveyed to the Boston and Worcester Street Railway Company by deed of Frank L. Brown dated February 20th, 1907 and recorded in Middlesex South District Deeds, Book 3285, Page 318, together with the brick carhouse erected thereon by said Company in 1907;

Also the tracts of land upon which the so-called Natick Branch of said Company was constructed in the year 1908, and is now operated, said tracts being more specifically described in the following deeds to said Company:

(a) Deed of Henry H. Rose dated June 30th, 1908 and recorded in Middlesex South District Deeds, Book 3377, Page 186.

(b) Deed of the Weber Rose Conservatories dated July 31st 1908 and recorded in Middlesex South District Deeds, Book 3385, Page 453.

(c) Deed of Catharine K. Hall et al, dated July 1st, 1908 and recorded in Middlesex South District Deeds, Book 3383, Page 418.

(d) Deed of Agnes Hall dated July 13th, 1908 and recorded in said Middlesex South District Deeds, Book 3379, Page 204.

(e) Deed of Robert J. McGowan dated July 31st, 1908 and recorded in said Middlesex South District Deeds, Book 3385, Page 446.

To have and to hold the same with all the incidents and appurtenances thereof and thereto belonging unto and to the use of said American Trust Company and its successors and assigns forever, upon the terms, provisions, conditions, covenants and agreements and for the purposes set forth in said indenture of mortgage made by said Boston and Worcester Street Railway Company to said American Trust Company, as trustee, dated August 1st 1903 with all the rights and privileges on the part of the said trustee set forth therein and subject to all the terms, provisions, conditions,

covenants and agreements contained in said indenture of mortgage or trust, and the same are hereby made a part hereof as fully as if the same were fully set forth herein.

This instrument is executed by the President and the Treasurer of said Boston and Worcester Street Railway Company in furtherance of the authority conferred upon them by votes adopted by the stockholders and Board of Directors of said Company at special meetings held October 7th 1909. Certified copies of which votes are hereto annexed marked "A" and "B" respectively.

In witness whereof the said Boston and and Worcester Street Railway Company has caused these presents to be signed in its name and behalf and its Common seal to be hereto affixed by its President, William M. Butler and its Treasurer, George A. Butman, duly authorized as hereinbefore set forth, this 27th day of January, 1910.

Boston and Worcester Street Railway Company,
By William M. Butler President.

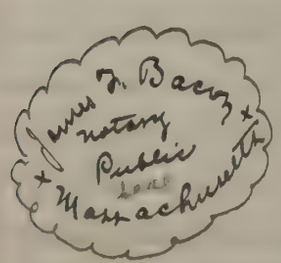
George A. Butman
Treasurer.

Commonwealth of Massachusetts.
Suffolk S.S. Boston Jan. 27, 1910

Personally appeared William M. Butler, President of the Boston and Worcester Street Railway Company, and George A. Butman, Treasurer of said Company, and acknowledged the foregoing instrument to be the free act and deed of said Boston and Worcester Street Railway Company,

Before me,

James D. Bacon
Notary Public.



"A"

Certified Copy of vote adopted at special Meeting of Stockholders of the Boston and Worcester Street Railway Company October 7, 1909.

"Upon motion, duly seconded, it was unanimously Voted: That the President and the Treasurer be, and they hereby are, authorized to execute and deliver in the name and on behalf of this Company, to the American Trust Company, formerly the American Loan and Trust Company, trustee under the bond mortgage indenture made by this Company under date of August 1, 1903, a supplemental mortgage indenture conveying to said American Trust Company, as trustee, upon the trusts set forth in said mortgage indenture of August 1, 1903, all real and personal property, including all franchises, rights, and privileges, now owned or vested in this Company and not conveyed to said trustee by said mortgage indenture of August 1, 1903, and the supplemental mortgage indenture executed by this Company under date of June 29, 1904; and that the supplemental mortgage indenture hereby authorized be in such form as the President and the Treasurer shall approve, their signatures thereto to be a sufficient approval and identification thereof."

Certificate.

I, George A Buttman, duly elected and qualified Clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of vote adopted at special Meeting of the stockholders of said Boston and Worcester Street Railway Company, duly called and held October 7, 1909, a quorum being present and participating.

Geo. A. Buttman
Clerk of Boston and Worcester St. Ry. Co.

Commonwealth of Massachusetts

Suffolk, SS. Boston January 27, 1910

Personally appeared the above named George A Buttman, Clerk of the Boston and Worcester Street Railway Company, and made oath that the foregoing certificate by him subscribed is true.

Before me James D. Bacon
Notary Public.

James D. Bacon Notary Public Seal Massachusetts

"B"

Certified copy of vote adopted at special meeting of Board of Directors of the Boston and Worcester Street Railway Company October 7, 1909

"Upon motion, duly seconded, it was unanimously

Voted: That the President and the Treasurer be, and they hereby are, authorized to execute and deliver in the name and on behalf of this company, to the American Trust Company, formerly the American Loan & Trust Company, trustee under the bond mortgage indenture made by this Company under date of August 1, 1903, a supplemental mortgage indenture conveying to said American Trust Company, as trustee, upon the trusts set forth in said mortgage indenture of August 1, 1903, all real and personal property, including all franchises, rights and privileges, now owned or vested in this Company and not conveyed to said trustee by said mortgage indenture of August 1, 1903, and the supplemental mortgage indenture executed by this Company under date of June 29, 1904; and that the supplemental mortgage indenture hereby authorized be in such form as the President and the Treasurer shall approve, their signatures thereto to be a sufficient approval and identification thereof."

A true Copy Attest:
Chas. H. Naylon
Town Clerk

Certificate.

I, George A. Butman, duly elected and qualified Clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of vote adopted at special meeting of the Board of Directors of said Boston and Worcester Street Railway Company, duly called and held October 7, 1909, a quorum being present and participating.

George A. Butman
Clerk of Boston and Worcester St. Ry. Co.

Received and Recorded
12.05 P.M. Dec. 4, 1910

Commonwealth of Massachusetts.

Suffolk, ss. Boston, January 27, 1910

Personally appeared the above named George A. Butman Clerk of the Boston and Worcester Street Railway Company, and made oath that the foregoing certificate by him subscribed is true.

Before me, James F. Bacon
Notary Public.

James F. Bacon
Notary Public
Massachusetts

Jessie J. Garfield to Edwin Farwell

Know all men by these presents that I Jessie J. Garfield of Cordaville Southboro County of Worcester and Commonwealth of Massachusetts in consideration of One Hundred and Ten Dollars paid by Edwin Farwell of Natick in the County of Middlesex and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Edwin Farwell the following goods and chattels, Namely;

Black and White Holstein Cow about four years old, One Black Horse weighing about Twelve hundred pounds One hay wagon, One farm wheeled horse cart, One three shring express wagon, One end spring two seated rubber tired Carriage, One hay rake all contained in premises occupied by this grantor on Easterly side of Hemmond Street in Cordaville Southboro Mass.

To have and to hold all and singular the said goods and chattels to the said Edwin Farwell and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby Covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators, or assigns, the sum of One hundred and ten Dollars in one month from this date, with interest payable monthly at the rate of five per cent. per month of which five dollars and no cents, it is agreed is the actual expense of making and securing this loan, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than the amount of this claim, for the benefit of the grantee and his executors, administrators, and assigns, at such

Insurance Office as they shall approve; shall not waste or destroy the same, nor suffer them or any part thereof to be attached on mesne process; and shall not except with the consent in writing of the grantee or his representative, sell, attempt to sell, or remove or attempt to remove the same or any part thereof from the premises where the same is now situated, and shall allow the grantee or his agent to enter said premises at any time to examine said property, then this deed, as also a note of even date herewith, signed by the said mortgagor whereby he promises to pay the grantee or order, the said sum and interest at the times aforesaid, shall both be void.

But upon any default in the performance of either of the foregoing conditions, the grantee or h executors, administrators, or assigns, or any person or persons in their behalf, shall have the right and privilege of taking immediate possession of said property, and for that purpose may, so far as grantor can give authority therefor, enter, forcibly if necessary, any building or place in which said goods and chattels may be, and remove the same therefrom, without being guilty of any trespass or tort or liable in any way therefor; and may sell the said goods and chattels by public auction or private sale without further notice or demand, excepting that the debtor shall be notified in the manner provided in section five of Chapter one hundred and ninety-eight of the Revised Laws of the time and place of any sale to be made in foreclosure proceedings at least seven days before such sale. And out of the money arising from such sale the grantee or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any

claims or liens of third persons effecting the same, rendering the surplus, if any, to the grantor or his executors, administrators or assigns.

And it is agreed that the grantee or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that no other purchaser shall be answerable for the application of the purchase money.

In witness whereof I the said Jesse J. Garfield hereunto set my hand and seal this twenty-fifth day of April in the year one thousand nine hundred and ten

Signed, sealed and delivered in presence of } Jesse J. Garfield (L.S.)

Received and Recorded
3-50 P.M. Apr-26 1910

A true Copy Attest:
Chas. H. Newton
Town Clerk

Maria Moran
to
Laurence J. Finn

I hereby acknowledge that I have received from Laurence Finn settlement in full of the debt secured by this mortgage, and this mortgage as well as the note secured thereby is discharged

Witness my hand and seal this day of September, 1910.

Witness
John J. Neary M.M.D.

her
Maria X Moran
Mark

Received and recorded
12-45 P.M. Sept. 26, 1910

A true Copy Attest:
Chas. H. Newton
Town Clerk

The mortgage herein referred to may be found on page 237 of this book
C.H. Newton
Town Clerk

Frank W. Brown to E. Frederick Stevens

Know all men by these Presents that I, Frank W. Brown of Southborough, in the County of Worcester, and Commonwealth of Massachusetts, in Consideration of two hundred dollars to me paid by E. Frederick Stevens, of Lowell, in the County of Middlesex, in said Commonwealth the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said E. Frederick Stevens the following goods and chattels, namely:

One McPhail piano numbered 46603 and one Packard organ numbered 41649

To have and to hold all and singular the said goods and chattels to the said E. Frederick Stevens and his executors, administrators and assigns, to their use and behoof forever.

And I do hereby covenant with the grantee that I am the lawful owner of said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will Warrant and defend the same against the lawful claims and demands of all persons;

Provided Nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of two hundred dollars in one year from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than two hundred dollars for the benefit of the grantee and his executors, admin-

istrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or remove from said Southborough the same or any part thereof; then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County, And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by him them in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and

enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness Whereof I the said Frank W. Brown hereunto set my hand and seal this first day of February in the year one thousand nine hundred and eleven.

Signed, sealed and delivered in presence of

Cora R. Hayes } Frank W. Brown (L S)

Received and recorded at 6-30 P.M. Feb. 4, 1911

A true copy Attest;
Chas. H. Newton
Town Clerk

Boston and Worcester Street Railway Co.
to
American Trust Company

Know all men by these presents that the Boston and Worcester Street Railway Company, a corporation duly established and existing under the general laws of the Commonwealth of Massachusetts, and having its principal place of business in Framingham in the County of Middlesex in said Commonwealth, does hereby, in pursuance of the provisions of an indenture of Mortgage dated Aug. 1, 1903 between said Boston and Worcester Street Railway Company and the American Loan and Trust Company, now the American Trust Company, a corporation duly established and existing under the laws of said Commonwealth and having its principal place of business in Boston in the County of Suffolk in said Commonwealth and in consideration of one dollar ($1.) and other valuable considerations to the said Boston and Worcester Street Railway Company paid by said American Trust Company, as trustee under said indenture of Mortgage dated August 1, 1903, the receipt of which consideration is hereby acknowledged, grant, sell, convey, transfer and assign unto said American Trust Company, its successors and assigns forever, all and singular the lines of railway and branches and extensions thereof, lands, rights of way, real and leasehold estate, engines, cars, rolling stock, dynamos, equipment, machinery, tools, implements, materials, furniture, fuel, supplies, contracts, books, documents, choses in action, and other chattels and personal estate, franchises, rights and privileges, acquired by said Boston and Worcester Street Railway Company since the execution and delivery by said Company of the supplemental mortgages dated June 29, 1904 and January 27, 1910 respectively to said American Trust Company, as trustee

under said indenture of mortgage dated August 1, 1903, and now owned by said Boston and Worcester Street Railway Company, together with all stations, warehouses, power houses, machine shops, bridges, buildings, structures, approaches, works, privileges, easements and appurtenances to or with the said premises or any part thereof, appertaining or enjoyed.

To have and to hold the same with all the incidents and appurtenances thereof and thereto belonging unto and to the use of said American Trust Company and its successors and assigns forever, upon the terms, provisions, conditions, covenants and agreements and for the purpose set forth in said indenture of mortgage made by said Boston and Worcester Street Railway Company to said American Trust Company, as trustee, dated August 1, 1903, with all the rights and privileges on the part of said trustee set forth therein and subject to all the terms, provisions, conditions, covenants and agreements contained in said indenture of mortgage, and the same are hereby made a part hereof as fully as if the same were fully set forth herein.

This instrument is executed by the President and the Treasurer of said Boston and Worcester Street Railway Company in pursuance of authority conferred upon them by votes adopted by the stockholders and Board of Directors of said Company at special meetings held March 9, 1911, certified copies of which votes are hereto annexed marked "A" and "B" respectively.

In witness Whereof the said Boston and Worcester Street Railway Company has caused these presents to be

signed in its name and behalf and its common seal to be hereto affixed by its President, William M. Butler and its Treasurer, George A. Butman, duly authorized as hereinbefore set forth, this 23rd day of March, 1911.

Boston and Worcester Street Railway Company, by
William M. Butler
President
George A. Butman
Treasurer.

Boston and Worcester Street Railway Co. Incorporated 1891

Commonwealth of Massachusetts.

Suffolk, ss. Boston, March 23 1911.

Personally appeared William M. Butler, President of the Boston and Worcester Street Railway Company, and George A. Butman, Treasurer of said Company, and acknowledged the foregoing instrument to be the free act and deed of said Boston and Worcester Street Railway Company.

Before me Arthur W. Clapp
Notary Public

Arthur W. Clapp Notary Public Massachusetts

"A"

Boston and Worcester Street Railway Company. Certified copy of vote adopted at adjourned special meeting of stockholders held March 9, 1911.

"Voted: That the President and the Treasurer be and they hereby are, authorized to execute and deliver, in the name and on behalf of the Boston and Worcester Street Railway Company to the American Trust Company, formerly the American Loan and Trust Company, Trustee under the bond mortgage indenture made by the Boston and Worcester Street

Railway Company under date of August 1, 1903, a supplemental mortgage indenture conveying to said American Trust Company as Trustee, upon the trusts set forth in said mortgage indenture of August 1, 1903, all real and personal property including all franchises, rights and privileges now owned by or vested in said Boston and Worcester Street Railway Company and not conveyed to said Trustee by said mortgage indenture of August 1, 1903, and supplemental mortgage indentures executed by said Boston and Worcester Street Railway Company under date of June 29, 1904 and January 27, 1910 respectively; and that the supplemental mortgage indenture hereby authorized be in such form as the President and the Treasurer shall approve; their signatures thereto to be a sufficient approval and identification thereof."

Certificates

I, George A. Butman, the duly elected and qualified clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of a vote adopted at an adjourned special meeting of the stock holders of said Boston and Worcester Street Railway Company duly held March 9, 1911, all the outstanding stock of said Company being represented at and participating in said meeting

Geo. A. Butman
Clerk
Boston & Worcester Street Ry Co.

"B"

Boston and Worcester Street Railway Company.

Certified copy of vote adopted at special meeting of Board of Directors held March 9, 1911.

"Voted: That the President and the Treasurer be, and they hereby are, authorized to execute and deliver, in the name and on behalf of the Boston and Worcester Street Railway Company to the American Trust Company, formerly the American Loan and Trust Company, Trustee under the bond mortgage indenture made by the Boston and Worcester Street Railway Company under date of August 1, 1903, a supplemental mortgage indenture conveying to said American Trust Company as Trustee, upon the trusts set forth in said mortgage indenture of August 1, 1903, all real and personal property, including all franchises, rights and privileges now owned by or vested in said Boston and Worcester Street Railway Company and not conveyed to said Trustee by said Mortgage indenture of August 1, 1903, and supplemental mortgage indentures executed by said Boston and Worcester Street Railway Company under date of June 29, 1904 and January 27, 1910 respectively; and that the supplemental mortgage indenture hereby authorized be in such form as the President and the Treasurer shall approve, their signatures thereto to be a sufficient approval and identification thereof."

Certificate

I, George A. Buttman, the duly elected and qualified Clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of a vote adopted at a special meeting of the Board of Directors of said Boston and Worcester Street Railway Company duly called and held on March 9, 1911, a quorum being present at and participating in said meeting.

Geo. A. Buttman
Clerk
Boston and Worcester
Street Ry. Co.

Received and recorded
at 6 P.M. Mar. 27, 1911

A true Copy
Attest:
Chas H Newton
Town Clerk

John H. Sutton
to
Winfield Temple

This Agreement, made this eleventh day of July A. D. 1910, by and between John H. Sutton of Southborough in the County of Worcester and Commonwealth of Massachusetts, party of the first part, and Winfield Temple of Marlborough, in the County of Middlesex, and said Commonwealth, party of the second part, and the creditors of said party of the first part who shall assent in writing to the terms of this agreement as hereinafter provided, parties of the third part:

Witness that said party of the first part, in consideration of one dollar and other valuable considerations to him paid by the party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, assign and convey to the party of the second part all the property and estate, both real and personal, of the party of the first part, wherever situate, both within and without said Commonwealth, excepting only such as by the laws of said Commonwealth is exempt from attachment, a more particular description of the estate and property hereby conveyed being as follows, viz.:

All stock in trade, trade fixtures, and all and every article contained in the grocery and provision store run and owned by the party of the first part, and contained in the H. H. Jones store building in Fayville in Southborough Mass. also all property in basement of said store including safe, desk also, horses, wagons, harnesses, buggies, robes, blankets, and similar articles contained in stable in rear of said store also all accounts due party of first part.

Together with all deeds, books of account, written instruments, evidences of title and papers relating to the business, dealings

and property of the party of the first part.
To have and to hold all said real and personal estate and property to the said party of the second part his heirs, executors, administrators and assigns in Trust, Nevertheless, for the following uses and purposes, viz.:
1st. To convert all said property, except said deeds, books of account, written instruments, evidences of title and papers, into cash as soon as in the judgment of said party of the second part it can be done conveniently and to the best advantage; and for that purpose to sell said property or any part thereof at public auction or private sale to such person or persons and on such terms and credit as said party of the second part shall deem best, and to convey to the property so sold to the purchaser or purchasers, who shall thereby acquire a good title to the property so sold, free and discharged of and from all trusts. and any such purchaser or purchasers shall not be answerable for the application of the purchase money. and for the purpose of converting said property into cash said party of the second part may continue and carry on the business of the party of the first part. for a period of time not exceeding one month - months from the date of this assignment, and for any further time which the parties of the third part may in writing assent to
2nd In case only and provided that the said party of the first part shall be adjudged bankrupt by any District Court of the United States upon a petition in bankruptcy filed by or against said party of the first part within four months after the date of the recording hereof, then to pay over

to the trustee or trustees in bankruptcy of the estate of said party of the first part, who shall be appointed by the Court in the course of the proceedings instituted by such petition, such of said trust property or its proceeds, less reasonable compensation for services as trustee under this agreement and charges and expenses, including those for legal services reasonably incurred by the trustee as aforesaid, as such trustee or trustees may be entitled to by law

3d. In case said party of the first part shall not be adjudged bankrupt upon a petition filed as aforesaid, or in case a trustee or trustees of the estate in bankruptcy of said party of the first part shall not be entitled to said trust property or its proceeds, then said party of the second part shall distribute the net proceeds of such of said trust property as shall not belong to such trustee or trustees, after deducting suitable compensation for his services as trustee under this agreement, and reasonable charges and expenses, including those for legal services incurred as trustee as aforesaid, in substantial conformity with the laws of said Commonwealth relating to the estates of insolvent debtors, paying to the said party of the first part such allowances for the support of himself and family and such percentage of the net proceeds of said trust property as he would be entitled to as an insolvent debtor under the laws of said Commonwealth relating to insolvent debtors and their estates; paying debts of said party of the first part due and owing to parties of the third part entitled to priority under said laws in full, should the net proceeds of the trust property

be sufficient therefor, otherwise pro rata in the order provided for by the laws of said Commonwealth relating to the estates of insolvent debtors, and applying the balance of said proceeds equally and ratably, without preference or priority, to the payment of such debts, obligations and liabilities of the party of the first part to the parties of the third part as are provable against the estate of insolvent debtors under the laws of said Commonwealth, and are not entitled to priority under said laws, and to pay the balance of said proceeds and to convey and deliver the balance of any unconverted trust property, after the payment in full of all the claims of the parties of the third part, to the party of the first part, respectively, as his interest may appear; to hold as his own absolutely and discharged of and from all trusts.

And in the aforesaid distribution the net proceeds of partnership property shall in the first instance be applied in payment of the partnership indebtedness to the parties of the third part, and, if more than sufficient for such purpose, the share in the balance belonging to each party of the first part shall be applied in payment of his private indebtedness to the parties of the third part. And the net proceeds of the private property of each party of the first part shall be applied in payment of his private indebtedness to the parties of the third part, and the balance thereof to the payment of partnership indebtedness to the parties of the third part.

dw the course of the execution of the trusts herein created, if any dispute or controversy arise concerning said trust property or any portion thereof, or concerning the nature, existence or amount of any debt or obligation which said party of the first part, or either of them, may owe or which may be claimed to be due from or owing by said party of the first part or any others than the party of the second parties authorized and empowered to refer such dispute or controversy to some disinterested party or parties for final decision or to compromise the same in such a way or manner and upon such terms as said party of the second part may deem wise and expedient and for the furtherance of the purposes of this trust agreement, or to avail himself of any remedies in law or equity; but nothing herein contained shall bind any party of the third part to refer or compromise any claim or demand against any other party or parties to this agreement. And said party of the second part is further authorized and empowered to discharge any liens, incumbrances or mortgages on said trust property, or any part thereof, if he deems it wise and expedient so to do.

4th. Upon the execution of the trusts created by this agreement to return all said deeds, books of account, written instruments, evidences of title and papers to the party of the first part, the same being excepted from the power of sale given to said party of the second part.

And this agreement further witnesseth that it is agreed by and between the parties to these presents that any provision herein contained which is

contrary to the laws of said Commonwealth (or if said party of the first part shall be adjudged bankrupt upon a petition in bankruptcy filed by or against said party of the first part within four months after the date of the recording hereof, contrary to the bankruptcy laws of the United States) shall be deemed nugatory; that no creditor shall be deemed a party to this agreement or entitled to the benefit of its provisions who fails to assent in writing to the terms of the same within —15— days from its date; but such assent may be expressed either by signing these presents or by signing and delivering to the party of the second part any other writing expressing an assent to the terms of this instrument; provided, however, that any person who was a creditor of the party of the first part on the day of the date of this indenture may become a party hereto after said —15— days, with the consent of said party of the second part, expressed in writing, if the party of the second part see fit to give such consent— that said party of the second part accept the trusts herein created and covenants and agree with the parties to this agreement that he will faithfully and impartially execute the same. It being agreed and understood, however, by and between all the parties to this agreement that the party of the second part shall not be accountable or held liable for any loss or damage not occasioned by his wilful neglect or gross negligence.

That said party of the first part hereby covenants and agrees with the remaining parties to this agreement that he will execute

and deliver any and all papers reasonably necessary and convenient to vest his title to said trust property in the party of the second part or to enable him to collect, recover or convey the same or any part thereof. And the said party of the first part does hereby constitute and appoint the said party of the second part and his successor or successors in this trust, his attorney irrevocably, with full power of substitution, hereby authorizing him in his own name, or in the name of the party of the first part, to institute, prosecute and defend all suits at law or in equity or other proceedings, to execute deeds, releases, acquittances and other writings, whether the same be under seal or otherwise, and generally to do all acts, matters and things necessary and proper to carry into effect and perform the trusts herein declared, as fully and effectively as said party of the first part could do if these presents had not been made and said parties of the third part do hereby severally and respectively agree to accept and take in full payment, satisfaction and discharge (excepting as hereinafter provided) of all and singular their debts, claims, demands and causes of action against said party of the first part, or either of them, which are provable against the estates of insolvent debtors under the laws of said Commonwealth, existing at the date hereof, whether payable now or at some future time, the dividends which shall be payable to said parties of the third part respectively, under the provisions of this agreement. And said parties of the third part do hereby severally and respectively, each and every one of them, release, quit and forever discharge said party of the first part from all such

claims, debts and demands, excepting as hereinafter provided, viz:

Provided, however, that in case the party of the first part shall be adjudged bankrupt upon a petition filed by or against him, within four months after the date of the recording of this agreement, the foregoing releases and discharges and covenants to release and discharge shall be void as to such of said debts, demands and claims as may be provable against the estate or estates of said bankrupt, and the dividends, if any, which shall have been paid to the parties of the third part, respectively, upon said last described debts, demands and claims from said trust property or its proceeds under this agreement, shall merely reduce the said debts, demands and claims to which said payments shall have been applied to the extent of the amounts of such payments, and the said debts, demands and claims so reduced shall be valid and enforceable against the parties owing the same and provable in bankruptcy against their estates.

And provided, further, that the parties of the third part who hold any notes, debts or accounts against the party of the first part, or either of them, which are guaranteed or indorsed by any other party or parties, or for which any other party or parties are liable as sureties, guarantors or otherwise, do hereby expressly reserve all rights and remedies against such sureties, guarantors, indorsers and persons so liable.

And provided, further that no party of the third part holding security shall or does hereby release

or impair or in any manner affect his right to such security; but if the security is applicable under the insolvency laws of said Commonwealth to the payment of the claim or debt by it secured, the creditor or creditors, who are or shall become parties to this agreement, holding such security shall receive and be entitled to dividends on only so much of the claim or debt as remains after deducting from it the amount received from a sale of such security, of which sale and the time and place thereof such creditor or creditors holding such security shall give the party of the second part a notice of at least 10 days before the same.

Nothing herein contained shall prevent the party of the second part from also becoming party of the third part under this agreement.

In witness whereof the parties of the first and second parts and parties of the third part hereunto set their hands and common seal the day of the date first above written.

John H. Sutter
Winfield Semple (L.S.)

Commonwealth of Massachusetts
Middlesex ss.

July 11 A.D. 1910

Then personally appeared the above-named
John H. Sutter
Winfield Semple

and acknowledged the foregoing instrument to be their free act and deed, before me,

William M. Hamilton
Justice of the Peace.

Received and Recorded
6-10 P.M. July 11, 1910.

A true copy Attest;
Chas. H. Newton Town Clerk

Thomas B. Brady
to
Joseph Peel 2nd Alice Orr Peel.

Know all men by these presents that I Thomas B. Brady of Melrose in the County of Middlesex in the Commonwealth of Massachusetts the mortgagee named in a certain mortgage of personal property given by Joseph Peel 2nd Alice Orr Peel to said Thomas B. Brady —— dated February 6 A. D. 1907, and recorded on the records of the Town of ~~Southborough~~ with the records of Mortgages of personal property, book 5 page 455 do hereby acknowledge that I have received from said Joseph Peel 2nd Alice Orr Peel the Mortgagors named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Joseph Peel 2nd Alice Orr Peel the personal property thereby conveyed.

In witness whereof, I hereunto set my hand and seal this seventeenth day of April A. D. 1911.

Signed and sealed in the presence of Guy Whipple } Thomas B. Brady {L.S.

Received and Recorded
at 9-45 A. M. Apr. 19, 1911

A true copy Attest:
Chas H. Newton
Town Clerk

Guy E. Mitchell to Chas. B. Bowman

Bill of Sale

Know all men by these Presents,

That I, Guy E. Mitchell of Pittsfield, Massachusetts in consideration of one dollar and other valuable considerations paid by Charles B. Bowman of Reading, Massachusetts the receipt is hereby acknowledged, do hereby grant, sell transfer, and deliver unto the said Charles B. Bowman the following goods and chattels:- All fixtures, machinery, tools, implements, engines and shafting, and stock in trade, whether manufactured or unmanufactured, which were in or upon the premises in Southville this day conveyed by said Mitchell to said Bowman at the time of the agreement for said conveyance, to wit, on April 8, 1911, and which were on that date handed into the possession of said Bowman.

To have and to hold all and singular the said goods and chattels to the said Charles B. Bowman and his executors, administrators, and assigns, to their own use and behoof forever.

And I hereby Covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I, the said Guy E. Mitchell, hereunto set my hand and seal this twenty-first day of June in the year one thousand nine hundred and eleven.

Guy E. Mitchell (L.S.)

Received and Recorded
at 9. A.M. June 29, 1911

A true Copy Attest:
Chas. H. Newton
Town Clerk

Charles B. Bowman to Albert C. Mason

Know all men by these presents that I Charles B. Bowman of Reading, Mass., in consideration of Twenty-five hundred dollars ($2500.00/100) paid by Albert C. Mason of Franklin, Mass., the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Albert C. Mason the following goods and chattels, which now are or lately have been located in certain buildings situated in that part of Southboro, Mass., called Southville, at the corner of Main Street and road leading to Cordaville so-called, which premises have this day been conveyed to me by Guy E. Mitchell. Said goods and chattels are the same as used by the Novelty Plaster Works, so-called, for manufacturing purposes and are further described as follows, viz:-

One 125 H.P. Boiler; One 60 H.P. Engine; two steam pumps; all the steam pipe, radiators, shafting, hangers and belting; all the power chums; power mills, steam kettles, printing materials; compound tanks; tin and copper pails; all the stencil and shipping tools; automatic corn and bunion plasters; emp spreader; court plaster machinery with three reels; porous punches; book binders shears card cutter; laboratory equipment; kidney, rheumatic Etc. dies; steam kettles and tanks.

Being the same goods and chattels this day conveyed to me by Guy E. Mitchell.

This mortgage and note is given to secure the payment of the same sum as described in the certain mortgage of real estate situated as aforesaid

To have and to hold all and singular the said goods and chattels to the said Albert C. Mason and his executors, Administrators, and assigns, to their own use and behoof forever.

And I hereby Covenant with the vendee that myself the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided Nevertheless that if I, or my executors, administrators, or assigns shall pay unto the vendee, or his executors, administrators, or assigns, the sum of Twenty-five hundred dollars ($2500.00) in one year from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Twenty-five hundred (2500.) dollars for the benefit of the vendee and his executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the Consent in writing of the vendee or his representatives, attempt to sell or remove from Southville the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives,

or publishing such notice once a week for three successive weeks in some one newspaper published in Worcester County, and out of the money arising from such sale the vendee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred, or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, Administrators or assigns.

And it is Agreed that the vendee, or his executors, administrators, or assigns or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under me may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness Whereof I the said Charles B. Bowman hereunto set my hand and seal this twentieth day of June in the year one thousand nine hundred and eleven.

Signed and Sealed in the presence of
Geo. P. Holbrook

Charles B. Bowman

Received and Recorded at 9 A.M.
June 29 1911

A true Copy Attest:
Chas. H. Newton
Town Clerk

Charles B. Bowman to Guy E. Mitchell

Know all Men By these Presents
That I Charles B. Bowman of Reading, County of Middlesex and Commonwealth of Massachusetts, in consideration of fifteen hundred (1500) dollars to me paid by Guy E. Mitchell of Pittsfield, County of Berkshire and Commonwealth aforesaid, the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Guy E. Mitchell the following goods and chattels, namely: All fixtures, machinery, tools, implements, including engines and shafting, together with all stock and trade, manufactures and unmanufactured, now or hereafter in or upon said Bowman's factory premises in that part of ~~Southborough~~, Mass., called Southville, it being understood that the above named Bowman shall be unrestricted in the sale of the product of the factory in the Natural Course of his business and in the exchange of old parts for new of equal value.

To have and to hold all and singular the said goods and chattels to the said Guy E. Mitchell and his executors, administrators and assigns, to their use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, except a first mortgage of twenty five hundred (2500) dollars to Albert C. Mason; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons, that I have good right to sell the same as aforesaid

Provided nevertheless that if I or my executors, administrators, or assigns, shall pay unto the grantee, or his executors, administrators or assigns, the sum of fifteen hundred (1500) dollars

in semi-annual payments of not less than one hundred twenty-five (125.) dollars and all in three years from this date, with interest as stated in my note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than is satisfactory to the mortgagee — dollars, for the benefit of the grantee, and his executors, administrators and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or remove from the mortgagor's factory premises in Southboro Mass., the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But Upon any default in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving ten days' notice in writing of the time and place of sale to the mortgagor or his representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester - - -. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In Witness Whereof I the said Charles B. Bowman hereunto set my hand and seal this twenty-second day of June in the year one thousand nine hundred and eleven.

Signed, sealed and
Delivered in presence of
_____

Charles B. Bowman (L.S.)

Received and Recorded
at 9 a.m. June 29, 1911

A true Copy Attest:
Chas. H. Newton
Town Clerk

Frank M. & Sarah V. Eustis

to

Edwin Farwell

Know all men by these presents
That we Frank M. Eustis and wife Sarah S. Eustis of Southboro in the County of Worcester and Commonwealth of Massachusetts, Grantors, in consideration of Eighty Seven and 50/100 dollars, paid by Edwin Farwell grantee of Natick, Mass. grant, sell and deliver to Edwin Farwell the following goods and chattels: All beds, bedding, musical instruments, ornaments, carpets, crockery, China, glass and silver ware, and every article of household furniture, and all other household goods, now or during the continuance of this mortgage owned by us, and now located on premises occupied by us, in said Southboro or on such other premises as we may hereafter occupy. The said personal property hereby conveyed is specificially described as hereinafter given, but is intended to be hereby conveyed, if not mentioned or described in detail. Bed Couch and Matting; Tapestry Carpet; Magee Parlor Stove; Morris Chair and Cushions; Cherry Rocker; Cherry Arm Chair; Oak Plush Seat Rocker; Small Table; Parlor Lamp; 2 Rugs; 6 Pictures; Magee Range; Kitchen Table; 4 Wood Seat Chairs; 4 Oak Cane Seat Dining Chairs; Oak Extension Dining Table; Oak Sideboard; 1 Sliding Desk; Oak Chiffonier; Art Square; White Painted Bed; Bureau and Commode; "Mascot" Refrigerator; Oak Library Table; Bed Couch; Art Square; Hall Carpet; 4 Cane Seat Chamber Chairs, all contained in premises occupied by us at corner of Turnpike Road and Pleasant Street in Southboro, Massachusetts.

To have and to hold to the grantee its successors and assigns to his own use forever, and we covenant with grantee that we own said goods and chattels free from encumbrances

Provided, that if we shall pay the grantee Eighty Two and 50/100 dollars in four months from this date, of which seven and 50/100 dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest on whatever amount of said principal sum may remain unpaid thereon, monthly, at the rate of one and one half per cent per month until paid in full and shall pay at least seven and 50/100 dollars each month on the principal, as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to the grantee any sums which it may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process, nor waste, sell, or remove the same from aforesaid premises, without a written permission from said grantee, then this deed as also the aforesaid note shall be void.

But upon Breach of foregoing conditions or any of them the grantee may sell all or any of said goods and chattels at public auction, provided the grantor shall be notified in the manner provided in Section five of Chapter one hundred and ninety-eight of the Revised Laws of the time and place of any such sale to be made in foreclosure proceedings.

at least seven days before such sale. Upon sale, the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the surplus, if any, to the grantors, and holding the grantors to pay any balance due thereon. The grantee herein, with the express consent of the mortgagor, reserves the right, in the event of a breach of its covenants, to foreclose this mortgage in the manner set forth in Sections five, six and seven of Chapter 198 of the Revised Laws.

It is agreed that we will keep the condition of this Mortgage; that upon breach of the condition, or upon any loss by fire or otherwise of any of the property herein mentioned, all sums hereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to it from us, besides those above described, which it is agreed include all Legal expenses and sums paid to discharge any legal claims of third persons affecting the same; that the grantee may purchase at any sale; that after default in the condition hereof, the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom;

or may as aforesaid, at all reasonable times, before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness Whereof we the said Frank M. Eustis and wife Sarah V. Eustis hereunto set our hand and seal this thirtieth day of April 1912.

Frank M. Eustis (L.S.)
Sarah V. Eustis (L.S.)

Received and Recorded
at 9 A. M. May 1, 1912.
A true copy Attest:
Charles H. Newton
Town Clerk

Frank W. Brown

to

Corabell R. Clemmons

Know all men by these presents that I Frank W. Brown of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of two hundred and fifty dollars to me paid by Corabell R. Clemmons of Framingham in our County of Middlesex the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Corabell R. Clemmons the following goods and chattels, namely:

One McPhail Piano numbered 45903
and one Packard Organ numbered 41649

To have and to hold all and singular the said goods and chattels to the said Corabell R. Clemmons and her executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, except a mortgage of two hundred dollars, now held by E. Frederick Stevens which mortgage and note I agree to pay and cause to be discharged in ten days from this date that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless, that if I, or my executors, administrators, or assigns, shall pay unto the vendee, or her executors, administrators, or assigns, the sum of two hundred and fifty dollars in one year from this date, with interest as stated in a promisory note of even

date signed by me and until such payment shall keep the said goods and chattels insured against fire in a sum not less than two hundred and fifty dollars, for the benefit of the vendee and her executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the vendee or her representatives attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed as also the aforesaid note shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee or her executors, administrators or assigns may sell the said goods and chattels at Public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Southborough. And out of the money arising from such sale the vendee, or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the vendee or her executors administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid: and that until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns, may retain possession of the above mortgaged property, and may use and enjoy the same, but after such default, the vendee or those claiming under her may take immediate possession of said property. and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Frank W. Brown hereunto set my hand and seal this Seventeenth day of May in the year one thousand nine hundred and twelve

Signed and Sealed
in presence of

Francis D. Newton } Frank W. Brown (L.S.)

Received and Recorded
at 9 A.M. May 21, 1912

A true copy Attest:
Charles H. Newton
Town Clerk

E. Frederic Stevens
to
Frank W. Brown

Know all men by these presents that I E. Frederic Stevens of Portland in the State of Maine the Mortgagee named in a certain mortgage of personal property given by Frank W. Brown to me — dated February 4th A.D. 1911, and recorded in the records of the Town of Southborough Mass. with the records of mortgages of personal property, book 5 page 494, do hereby acknowledge that I have received from Frank W. Brown the Mortgagor named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Frank W. Brown the personal property thereby conveyed.

In witness whereof, I hereunto set my hand and seal this thirty-first day of May A.D. 1912

Signed and sealed in the presence of
Harry C. Alden } E. Frederic Stevens (L.S.)

Received and Recorded
at 9 A.M. June 5, 1912.
A true copy, Attest:
Charles H. Newton
Town Clerk

Axel Svenson
to Flora A. Gilmore

Know all men by these presents that I, Axel Svenson of Worcester, County of Worcester and Commonwealth of Massachusetts in consideration of Five Hundred ($500) Dollars to me paid by Flora A. Gilmore of Southboro County of Worcester and Commonwealth aforesaid the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Flora A. Gilmore the following goods and chattels, namely: (2) Bay Horses, (11) Cows, (1) Bull, (1) Cultivator, (1) Pung Sleigh, (1) Express Wagon, (1) Sleigh, (1) Hay Cutter, (1) Pair Double Harnesses, (1) Single Express Harness, (1) 2-Horse tip-Cart, (1) Farm Wagon, (1) Wheelbarrow, (1) 2-horse Mowing Machine, 1-horse Rake, (1) Hay Jedder, (1) Beverly Wagon, (1) old Buggy, (1) 10-horse power Gasoline Engine, (1) Grindstone, (1) Ladder, (3) Scythes and Snares, (4) iron Bars, (2) Manure Forks,

To have and to hold all and singular the said goods and chattels to the said Flora A. Gilmore and her executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

Provided nevertheless that if I, or my executors, administrators, or assigns shall pay unto the vendee, or her executors, administrators, or assigns, the sum of

Five Hundred ($500.) Dollars, said principal sum to be paid as follows:- One Hundred and Twenty-five ($125) Dollars Dec. 8th 1912 and One Hundred and Twenty-five ($125) Dollars each and every six months thereafter until said principal sum or any part thereof shall remain unpaid, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Five Hundred ($500) Dollars for the benefit of the vendee and her executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the vendee or her representatives, attempt to sell or to remove from the premises on which they now are the same or any part thereof,- then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or her executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving thirty days notice in writing of the time and place of sale to him or his representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County. And out of the money arising from such sale the vendee, or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and

expenses incurred or sustained by her or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or her executors, administrators, or assigns, or any person or persons in their behalf may purchase at any sale made as aforesaid; and that until default in the performance or observance of the condition of this deed I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default the vendee or those claiming under her may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Axel Swenson hereunto set my hand and seal this eighth day of June in the year of one thousand nine hundred and twelve.

Signed and Sealed in presence of J. E. Lawton } Axel Swenson (L.S.)

Received and Recorded at 10-15 A. M. June 19, 1912

A true copy Attest: Chas. H. Newton Jr. Clerk

Francis D. Newton
Administrator Estate of
Elmer L. Mitchell
to
George N. Gilmore

Know all men by these presents that I Francis D. Newton, as Administrator of the Estate of Elmer L. Mitchell deceased the mortgagee named in a certain mortgage of personal property given by George N. Gilmore to the said Elmer L. Mitchell dated August 8 A. D. 1898, and recorded on the records of the Town of Southborough with the records of mortgages of personal property, book 5 page 201, do hereby acknowledge that I have received from George N. Gilmore the mortgagor named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said George N. Gilmore the personal property thereby conveyed.

In Witness whereof, I hereunto set my hand and seal this ninth day of August A. D. 1912.

Signed and Sealed in the presence of } Francis D. Newton Administrator of the Estate of Elmer L. Mitchell

Received and Recorded
at 9 - 45 A. M. Aug. 13 1912.

A true copy Attest:
Chas F. Newton
Town Clerk

Boston & Worcester Street Railway Company
to
American Loan & Trust Company

Know all men by these presents that the Boston and Worcester Street Railway Company a corporation duly established and existing under the general laws of the Commonwealth of Massachusetts, and having its principal place of business in Framingham in the County of Middlesex in said Commonwealth, does hereby, in pursuance of the provisions of an indenture of first mortgage dated July 27, 1903, (but for purposes of reference in the bonds therein described dated the first day of August 1903), between said Boston and Worcester Street Railway Company and the American Loan and Trust Company, now the American Trust Company, a corporation duly established and existing under the laws of said Commonwealth and having its principal place of business in Boston in the County of Suffolk in said Commonwealth, and in consideration of one dollar ($1.) and other valuable considerations to the said Boston and Worcester Street Railway Company paid by said American Trust Company, as trustee under said indenture of first mortgage dated July 27, 1903, (but for purposes of reference in the bonds therein described dated the first day of August 1903), the receipt of which consideration is hereby acknowledged, grant, sell, convey, transfer and assign unto said American Trust Company, its successors and assigns forever all property, real and personal, rights, privileges, franchises and appurtenances now owned or which may hereafter be acquired by Boston and Worcester Street Railway Company, including without limiting the generality of the foregoing, all and

singular the lines of railway and branches and extensions thereof, lands, rights of way, real and leasehold estate, engines, cars, rolling stock, dynamos, equipment, machinery, tools, implements, materials, furniture, fuel, supplies, contracts, books, documents, choses in action, and other chattels and personal estate, franchises rights and privileges, acquired by said Boston and Worcester Street Railway Company, since the execution and delivery by said Company of the original indenture of First Mortgage dated July 27, 1903, (but for purposes of reference in the bonds therein described dated the first day of August 1903) supplemental mortgages dated June 29, 1907, January 27, 1910, and March 28, 1911, respectively, to said American Trust Company, as trustee under said indenture of first mortgage dated July 27, 1903, (but for purposes of reference in the bonds therein described dated the first day of August 1903), and now owned by said Boston and Worcester Street Railway Company, together with all stations, warehouses, powerhouses, machine shops, bridges, buildings, structures, approaches, works, privileges, easements and appurtenances to or with the said premises or any part thereof appertaining or enjoyed.

To have and to hold the same, with all the incidents and appurtenances thereof and thereto belonging, unto and to the use of said American Trust Company and its successors and assigns forever, upon the terms, provisions, conditions, covenants and agreements and for the purposes set forth in said indenture of first mortgage made by said Boston and Worcester Street Railway Company to said American Trust Company, as trustee, dated July 27, 1903, (but for purposes of reference in the bonds therein described

dated the first day of August 1903) with all the rights and privileges on the part of said trustee set forth therein and subject to all the terms, provisions, conditions, covenants, and agreements contained in said mortgage, and the same are hereby made a part hereof as fully as if the same were fully set forth herein.

This instrument is executed by the President and the Treasurer of said Boston and Worcester Street Railway Company in exercise of authority conferred upon them by votes adopted by the stockholders and Board of Directors of said Company at meetings held September 26, 1912 and September 30, 1912, respectively, certified copies of which votes are hereto annexed marked "A" and "B" respectively.

In witness whereof the said Boston and Worcester Street Railway Company has caused these presents to be signed in its name and behalf, and its common seal to be hereto affixed, by its President, William M. Butler, and its Treasurer, George A. Butman, both hereunto duly authorized as hereinbefore set forth, this 23rd day of October, 1912.

Boston and Worcester Street Railway Company

By William M. Butler
President

Geo. A. Butman
Treasurer

Commonwealth of Massachusetts

Suffolk, ss. Boston October 23, 1912.

Then personally appeared the above named William M. Butler President of the Boston and Worcester Street Railway Company, and George A. Butman Treasurer of said Company, and acknowledged the foregoing instrument to be the free act and

deed of said Boston and Worcester Street Railway Company,

Before me,

James F. Bacon
Notary Public.

James F. Bacon Notary Public Westchester

"A"

Boston and Worcester Street Railway Company - certified copy of vote adopted at adjourned annual meeting of stockholders held September 26, 1912.

"Voted: That the President and the Treasurer of the Boston and Worcester Street Railway Company be, and they hereby are, authorized and directed to execute, acknowledge and deliver in the name and on behalf of said Boston and Worcester Street Railway Company, to the American Trust Company, formerly the American Loan and Trust Company, Trustee under Bond mortgage indenture executed by said Boston and Worcester Street Railway Company under date of July 27, 1903, a supplemental mortgage indenture conveying to said American Trust Company as trustee, upon the trusts set forth in said mortgage indenture of July 27, 1903, all real and personal property, including all franchises, rights and privileges, owned by or vested in said Boston and Worcester Street Railway Company at the time of the execution of the supplemental mortgage indenture hereby authorized, and not conveyed to said Trustee by said mortgage indenture of July 27, 1903, and supplemental mortgage indenture executed by said Boston and Worcester Street Railway Company under dates of

June 29, 1904, January 27, 1910, and March 28, 1911, respectively; and further that the supplemental mortgage indenture hereby authorized be in such form as the President and the Treasurer shall approve, their signatures thereto to be a sufficient approval and identification thereof."

Certificate

Boston, October 23 1912.

I, George A. Button, the duly elected and qualified Clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of a vote adopted at the adjourned annual meeting of the stockholders of said Boston and Worcester Street Railway Company, duly held September 26, 1912, twenty thousand two hundred and fifty (20,250) shares, being all the outstanding common stock of the company and all the stock entitled to vote, voting in the affirmative and none in the negative.

Geo. A. Button
Clerk of Boston and Worcester
Street Railway Company.

"B"

Boston and Worcester Street Railway Company

Certified copy of vote adopted a special meeting of board of directors held September 30, 1912.

"Voted: That the President and the Treasurer of the Boston and Worcester Street Railway Company be, and they hereby are authorized and directed forthwith to execute, acknowledge and deliver in the name and on behalf of said company

to the American Trust Company, formerly the American Loan and Trust Company, trustee under the bond mortgage indenture executed by said Boston and Worcester Street Railway Company under date of July 27, 1903, a supplemental mortgage indenture conveying to said American Trust Company as trustee, upon the trusts set forth in said mortgage indenture of July 27, 1903, all real and personal property, including all franchises, rights and privileges, now owned or vested in said Boston and Worcester Street Railway Company at the time of the execution of the supplemental mortgage indenture hereby authorized and not conveyed to said trustee by said mortgage indenture of July 27, 1903, and supplemental mortgage indentures executed by said Boston and Worcester Street Railway Company under date of June 29, 1904, January 27, 1910, and March 23, 1911, respectively, and further, that the supplemental mortgage indenture hereby authorized be in such form as the President and the Treasurer shall approve, their signatures thereto to be a sufficient approval and identification thereof."

Certificate

Boston, October 23, 1912.

I, George A. Buttman, the duly elected and qualified Clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of a vote unanimously adopted at a special meeting of the Board of Directors of said Boston and Worcester Street Railway Company duly called and held September 30, 1912, a quorum being present at and participating in said Meeting.

Geo. A. Buttman
Clerk of Boston and Worcester Street Railway Company

Received and Recorded 9 a.m. Oct. 26, 1912.

A true copy Attest:
Chas. H. Newton Town Clerk

Commonwealth of Massachusetts

I, Madelin Morton of the Town of Southborough and County of Worcester, in said Commonwealth, married woman, hereby certify that the name of my husband is Isaac H. Morton; that I am doing business on my separate account; that the nature of the business done by me is that of growing poultry and farm and daily products; that the place where such business is being done is at N. W. Corner Parkerville & Southville Roads, in the village of Southville, in said Town of Southborough, and that the name under which I am carrying on the business, as aforesaid, is Elmwood Poultry Farm.

In witness whereof, I hereto set my hand this 21st day of November, A. D. 1912.

Madelin Morton

A true copy. Attest:

Charles H. Newton

Town Clerk

Received and recorded Nov. 22 1912, at 2.15 P. M.

Harris V. Eaton

to

Manning & Walker Dairy Supply Company

$245.00 Dec. 2 1912

On the 1st day of June 1913, for value received, I promise to pay to the order of Manning & Walker Dairy Supply Company. two hundred forty-five Dollars, with interest at the (bank) Clements National Bank of Rutland Vt. This note is given for Hinman Milking Machine Outfit.

The express condition of the sale and purchase of said machine and the giving of this note (or notes) to secure the full payment therefor is that the title, ownership or possession does not pass from said payee or his (or their) assigns, to the maker of this note (or notes) or his (or their) assigns, until all notes have been fully paid and satisfied; and the drawers and endorsers severally waive presentment, protest and notice of protest and non-payment of this note.

P.O. Address Southboro Mass. Harris V. Eaton.

over

Pay to the order of

Manning & Walker Dairy Supply Co.

For value received the undersigned hereby guarantees the payment of the within note and hereby assigns all of his (or their) right, title and interest to the within mentioned machine to the legal owner and holder of this note, waiving demand of payment, protest and notice of nonpayment.

Harris V. Eaton

A true copy, Attest:

Charles H. Newton
Town Clerk

Received and recorded Dec. 5, 1912 at 1-15 P.M.

Herbert G. Cowern

to

Manning Manufacturing Co

$225.00 March 15 1913

On the 15th day of September, 1913, for value received I promise to pay to the order of Manning Manufacturing Company Two Hundred and Twenty five No/100 Dollars, with interest at the Clements National Bank of Rutland Vt.

This note is given for Hiniman Milking Machine Outfit.

This note is one of a series of ——— notes, On default of any payment of any note when due, all unpaid notes of said series shall become due and payable at once at the option of the holder or holders thereof.

The express condition of the sale and purchase of said machine and the giving of this note (or notes) to secure the full payment therefor is that the title and ownership of said property does not pass from said payee or his (or their) assigns, to the maker of this note (or notes) or his (or they) assigns, until all notes have been fully paid and satisfied; that the drawers and endorsers severally waive presentment, protest and notice of protest and non payment of this note.

Herbert G. Cowern

P.O. Address Southboro Mass.

A true copy Attest:

Chas. H. Newton

Town Clerk

Pay to the order of Manning Manufacturing Company, for value received the undersigned hereby guarantees the payment of the within note and hereby assigns all of his

(or their) right, title and interest to the within mentioned machine to the legal owner and holder of this note, waiving demand of payment, protest and notice of non payment.

Herbert S. Cowern

A true copy of
endorsement on foregoing note
Attest Chas. H. Newton
Town Clerk

Received and Recorded 2-10 P.M. May 31, 1913

Commonwealth of Massachusetts

Southborough Mass Aug. 26, 13

In conformity with the provisions of Chapter 539 of the Acts of 1907, notice is hereby given that the business of the

F. Judson Company

is conducted at Lyman Street, in the town of Southborough, Mass., by the following named persons:-

Full Name	Residence
Fred J. Barrows	Lyman St. Southborough Mass,

Signed. Fred J. Barrows.

A true copy
Attest:
Chas H. Newton
Town Clerk

Received and recorded
at 6 P.M. Sept. 2, 1913

Horace E. Wheeler
to
Robert M. Burnett

Know all men by these Presents that I Horace E. Wheeler of Southborough in the county of Worcester and Commonwealth of Massachusetts in consideration of three hundred dollars paid by Robert M. Burnett of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Robert M. Burnett the following goods and chattels, namely:
Ten cows and two horses now owned by me and kept on my farm on Main Street in the westerly part of said Southborough, Together with any cows or horses purchased at any future date to replace those mentioned in this mortgage
To have and to hold all and singular the said goods and chattels to the said Robert M. Burnett and his executors, administrators and assigns, to their use and behoof forever.
And I hereby Covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will Warrant and defend the same against the lawful claims and demands of all persons;
Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or his executors, administrators, or assigns the sum of Three Hundred Dollars payable as follows - viz:- Sixteen and 74/100 dollars in one month from this date and sixteen and 66/100 dollars Every month thereafter until the sum of Two Hundred Dollars is paid and One Hundred Dollars to be paid in one year from this date, with

interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than said amount for the benefit of the grantee and his executors, administrators and assigns, in such form and in such insurance Companies as they shall approve: shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said Southborough the same or any part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving ten days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said county. And out of money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, I and my executors, administrators, and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Horace E. Wheeler hereunto set my hand and seal this twenty-fifth day of October in the year one thousand nine hundred and thirteen

Signed, sealed and
delivered in presence of

Frank P. O'Donnell } Horace E. Wheeler

A true copy. Attest:
Charles H. Newton
Town Clerk

Received and recorded Oct. 27, 1913 at 8-15 A.M.

See Page 663
for discharge of this mortgage

Ellen M. Howard
to
Nellie L. Howard

Know all men by these presents that Ellen M. Howard of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of one dollar and other valuable considerations to me paid by Nellie L. Howard of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Nellie L. Howard the following goods and chattels, namely,

All my household furniture of every kind and nature, useful and ornamental, books, pictures, supplies for housekeeping, musical instruments tool and implements in the house and about the premises owned and this day occupied by me on the Cordaville Road in the Town of Southborough

To have and to hold all and singular the said goods and chattels to the said Nellie L. Howard and her executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims and demands of all persons.

In witness whereof I the said Ellen M. Howard being unmarried hereunto set my hand and seal

this twentieth day of November in the year one thousand nine hundred and thirteen.

Signed, sealed, and delivered in presence of

Francis D. Newton

Ellen M. Howard

A true copy, Attest:

Charles H. Newton
Town Clerk

Received and Recorded 8 P.M.
November 21, 1913.

E. C. Bowman & Son Company
to
Charles B. Bowman

Know all men by these presents that the E. C. Bowman & Son Company, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having its principal and usual place of business in Southboro in the County of Worcester and said Commonwealth, in consideration of five thousand (5.000) dollars to it paid by Charles B. Bowman of Reading, County of Middlesex and said Commonwealth the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer and deliver unto the said Charles B. Bowman the following goods and chattels, namely: all the personal property belonging to the said E. C. Bowman & Son Company in or upon the premises of said Company in said Southboro including: steam boiler, steam engines, all shafting and belting, steam heating pipes and radiators, motors, printing presses, type, printing plates, steam kettles, electro-types, paper cutters, book binders shears, grinders and mixers, raw material, partially or wholly completed product and stock in trade, porous machines, spreaders, dies and die cutting machines and all other machinery, tools and fixtures used or kept in connection with the plaster manufacturing business on said premises. Together with all raw material including: rubber, cotton cloth, silk, paper, glues and drugs: also all manufactured goods, together with all manufactured products and products in process of manufacture; also all office furniture and furnishings.

This mortgage is intended to include all future acquired personal property on said premises in connection with the manufacturing there carried on, whether

the same be raw material, machinery, tools or fixtures or product manufactured or in process of manufacture.

To have and to hold all and singular the said goods and chattels to the said Charles B. Bowman and his executors, administrators and assigns, to their use and behoof forever.

And grantor hereby covenants with the grantee that it is the lawful owner of the said goods and chattels; that they are free from all incumbrances, except those of record, that it has good right to sell the same as aforesaid; and that it will Warrant and defend the same against the lawful claims and demands of all persons;

Provided nevertheless that if grantor, or its successors or assigns, shall pay unto the grantee, or his executors, administrators or assigns, the sum of five thousand (5,000) dollars, on demand from this date, with interest as stated in one note of even date signed by grantor, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than six thousand (6,000) dollars, for the benefit of the grantee, and his executors, administrators and assigns, in such form and in such insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them nor any part thereof to be attached on mesne process, and shall not, except with the consent in writing of the grantee or his representatives, attempt to sell or to remove with the consent in writing of the grantee or his representatives, attempt to sell or to remove from said premises in Southboro the same or any

part thereof, - then this deed, as also the aforesaid note, shall be void.

But upon any defaut in the performance or observance of the foregoing condition, the grantee, or his executors, administrators or assigns, may sell the said goods and chattels at public auction, first giving ten days' notice in writing of the time and place of sale to grantor or its representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in Westboro. And out of the money arising from such sale the grantee, or his representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges and expenses incurred or sustained by him or them in relation to the said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to grantor or its successors or assigns.

And it is agreed that the grantee, or his executors, administrators or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that, until default in the performance or observance of the condition of this deed, grantor and its successors and assigns may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the grantee or those claiming under him may take immediate possession of said property, and for that purpose may, so far as grantor can give authority therefor, enter upon

any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof the said E. C. Bowman & Son Company has caused its corporate seal to be hereto affixed, and these presents to be signed in its name and behalf by Charles B. Bowman, its president, this twenty-third day of March in the year one thousand nine hundred and fourteen

Signed, sealed and delivered in presence of } E. C. Bowman & Son Co.
by
Charles B. Bowman
President

Received and Recorded 3-20 P. M.
March 23, 1914

A true Copy, Attest:
Chas H. Newton
Town Clerk

William A. Gould
to
Hugh J. Balfour

Know all men by these presents That I, William A. Gould, resident of the Town of Southborough in the County of Worcester, for a valuable consideration, to me paid by Hugh J. Balfour, of Marlborough, in the County of Middlesex, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Hugh J. Balfour all claims and demands which within a period of six months from the date hereof I may and shall have against my present employer, and against any person whose employ I shall hereafter enter for all sums of money and demands which at any time within said period may and shall become due to me, for services as Highway Surveyor, to have and to hold the same to the said Hugh J. Balfour, his executors, administrators and assigns, to secure a debt —

(1) of One Hundred dollars [with interest thereon from April 1st 1914, at the rate of six per cent. per annum], for money [or goods] actually furnished by the assignee amounting to one hundred dollars.

In witness Whereof, I have set my hand this first day of April 1914

Signed and delivered in presence of C. L. Fairbanks } W. A. Gould (L.S.)

Received and Recorded 3-13 P.M.
April 15 1914

A true Copy, Attest:
Chas. H. Newton
Town Clerk

Silas G. Allen
to
Edwin Farwell

Know all men by these presents That I, Silas G. Allen of Southboro in the County of Worcester and Commonwealth of Massachusetts, grantor, in consideration of Three Hundred Dollars, paid by Edwin Farwell grantee of Natick, Mass., grant, sell and deliver to Edwin Farwell the following goods and chattels: and now located on premises occupied by us, in said Southboro or such other premises as we may hereafter occupy. The said personal property hereby conveyed is more specifically described as hereinafter given, but is intended to be hereby conveyed, if not mentioned or described in detail.

One pair gray horses "Jim" and "Colonel" about seven and eight years old weighing about 2800 Two two horse tip carts one two horse wood wagon, one democrat wagon Two set double harness - all contained at premises occupied by me at Cattisgwana Street in said Southboro.

To have and to hold to the grantee its successors and assigns to his own use forever, and I covenant with grantee that I own said goods and chattels free from encumbrances

Provided, that if I shall pay the grantee Three hundred dollars in Siso months from this date, of which sixo dollars it is hereby agreed is thy actual expense of making and securing thy loan; shall pay interest on whatever amount of said principal sum may remain unpaid thereon, monthly at the rate of three per cent per month until paid in full, and shall pay at least _____ dollars each month on thy principal, as specified

in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to the grantee any sums which it may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process, nor waste, sell, or remove the same from aforesaid premises, without a written permission from said grantee, then this deed at also the aforesaid note shall be void.

But upon Breach of foregoing conditions or any of them the grantee may sell all or any of said goods and chattels at public auction, provided the grantors shall be notified in the manner provided in Section five of Chapter one hundred and ninety-eight of the Revised Laws of the time and place of any such sale to be made in foreclosure proceedings, at least seven days before such sale. Upon sale, the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the surplus, if any, to the grantors, and holding the grantors to pay any balance due thereon. The grantee herein, with the express consent of the mortgagor, reserves the right, in the event of a breach of its covenants, to foreclose this mortgage in the manner set forth in Sections five, six and seven of Chapter 198 of the Revised Laws.

It is Agreed that we will keep the condition of this mortgage; that upon breach of the condition

or upon any loss by fire or otherwise of any of the property herein mentioned, all sums hereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to it from us, besides those above described, which it is agreed includes all legal expenses and sums paid to discharge any legal claims of third persons affecting the same; that the grantee may purchase at any sale; that after default in the condition hereof, the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof I the said Silas G. Allen hereunto set my hand and seal this sixteenth day of May 1914.

Witness:

_____

Silas G. Allen (L.S.)

Received and Recorded 9 A. M.
May 20, 1914.

A true Copy, Attest:
Chas. H. Newton
Town Clerk

Arthur R. Prentiss, Plff. E. C. Bowman & Son Co., Defts.

Commonwealth of Massachusetts

To the Sheriffs of our several Counties, or their Deputies Greeting:

We command you to attach the goods or estate E. C. Bowman & Son Company, a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business in Southbridge County of Worcester and said Commonwealth to the value of Seven Hundred Dollars, and Summon the said defendant (if it may be found in your precinct) and to appear before our Justices of our Superior Court to be holden at Boston within and for our said County of Suffolk on the first Monday of August next, then and there in our said Court to answer unto

Arthur R. Prentiss having a usual place of business in Boston County of Suffolk, said Commonwealth, plaintiff in an action of contract To the damage of the said plaintiff (as he says) the sum of Seven hundred Dollars, which shall then and there be made to appear with other due damages. And have you this writ, with your doings therein.

Witness John A. Aiken, Esquire, at Boston the twenty-third day of June in the year of our Lord one thousand nine hundred and fourteen

Francis A. Campbell Clerk.

Francis D. Newton Deputy Sheriff.

Worcester ss. June 30th A.D. 1914

By virtue of this writ I this day attached all the Machinery in the factory of said defendant Corporation, in Southville, in the Town of Southbridge which said machinery by reason of its bulk cannot be immediately

removed.

I hereby certify that the foregoing is a true copy of so much of my return as relates to the attachment of personal property

Francis V. Newton
Deputy Sheriff

A true copy, Attest:
Chas. H. Newton
Town Clerk

Received and Recorded
2-25 P.M. June 30, '14

Boston & Worcester Street Railway Co.
to
American Trust Co.

Know all men by these presents that the Boston and Worcester Street Railway Company, a corporation duly established and existing under the general laws of the Commonwealth of Massachusetts and having its principal place of business in Framingham in the County of Middlesex in said Commonwealth, does hereby, in pursuance of the provisions of an indenture of first mortgage dated July 27, 1903 (but for purposes of reference in the bonds therein described dated the first day of August, 1903), between said Boston and Worcester Street Railway Company and the American Loan and Trust Company, now the American Trust Company, a corporation duly established and existing under the laws of said Commonwealth and having its principal place of business in Boston in the County of Suffolk in said Commonwealth, and in consideration of one dollar and other valuable considerations to said Boston and Worcester Street Railway Company paid by said American Trust Company, as trustee under said indenture of first mortgage dated July 27, 1903 (but for purposes of reference in the bonds therein described dated the first day of August, 1903), the receipt of which considerations is hereby acknowledged, doth grant, sell, convey, transfer and assign unto said American Trust Company, its successors and assigns forever, all property, real and personal, rights, privileges, franchises and appurtenances now owned or which may hereafter be acquired by said Boston and

Worcester Street Railway Company, including, without limiting the generality of the foregoing, all and singular the lines of railway and branches and extensions thereof, lands, rights of way, real and leasehold estate, engines, cars, rolling stock, dynamos, equipment, machinery, tools, implements, materials, furniture, fuel, supplies, contracts, books, documents, choses in action, and other chattels and personal estate, franchises, rights and privileges, acquired by said Boston and Worcester Street Railway Company since its execution and delivery of the original indenture of first Mortgage dated July 27, 1903 (but for purposes of reference in the bonds therein described dated the first day of August, 1903), and supplemental mortgages dated June 29, 1904, January 27, 1910, March 23, 1911, and October 23, 1912, respectively, to said American Trust Company, as trustee under said indenture of first Mortgage dated July 27, 1903 (but for purposes of reference in the bonds therein described dated the first day of August, 1903) and now owned by said Boston and Worcester Street Railway Company, together with all stations, warehouses, power houses, machine shops, bridges, buildings, structures, approaches, works, privileges, easements and appurtenances to or with the said premises or any part thereof, appertaining or enjoyed; especially intending hereby to convey and hereby conveying to said American Trust Company, as trustee as aforesaid, a certain lot of woodland situated on the westerly side of Grafton Street in Shrewsbury in the County of Worcester in said Commonwealth, bounded and described as follows:

Beginning at the northeasterly corner

thereof at a stone bound in the westerly side of Grafton Street at land of said Boston and Worcester Street Railway Company; thence running

South 13° 15' west along said westerly side of said Grafton Street about seventy-five (75) feet to a corner at land of William E. Harrington; thence

South 86° 20' west by said Harrington land four hundred two and thirty-nine hundredths (402.39) feet to an angle in a wall; thence

South 86° 15' west by said Harrington land three hundred four and twelve hundredths (304.12) feet to a corner; thence turning and running

North 2° 22' west one hundred eighty-two and three hundredths (182.03) feet to land of said Boston and Worcester Street Railway Company hereinbefore referred to; thence

South 83° 30' west by said land of said Boston and Worcester Street Railway Company seven hundred thirty-five (735) feet to the point of beginning.

Containing about two and seven hundredths (2.07) acres.

Together with all rights in and to the soil of said Grafton Street to the middle line thereof in front of the first above described course.

The above described lot having been conveyed to said Boston and Worcester Street Railway Company by deed of Alfred E. P. Rockwell, dated September 20, 1913, and recorded with Worcester District Deeds, Book 2038, Page 192.

To have and to hold the same with all the incidents and appurtenances thereof and thereto belonging, unto and to the use of said American Trust Company and its

successors and assigns forever, upon the terms, provisions, conditions, covenants and agreements and for the purposes set forth in said indenture of first mortgage made by said Boston and Worcester Street Railway Company to said American Trust Company, as trustee, dated July 27, 1903 (but for purposes of reference in the bonds therein described dated the first day of August, 1903), with all the rights and privileges on the part of said trustee set forth therein and subject to all the terms, provisions, conditions, covenants and agreements contained in said mortgage, and the same are hereby made a part hereof as fully as if the same were fully set forth herein.

This instrument is executed by the President and the Treasurer of said Boston and Worcester Street Railway Company in exercise of authority conferred upon them by a vote adopted by the Board of Directors at a special meeting held June 11, 1914, a certified copy of which vote is hereto annexed, marked "A."

In witness whereof said Boston and Worcester Street Railway Company has caused these presents to be signed in its name and behalf, and its common seal to be hereto affixed, by its President, William M. Butler, and its Treasurer, George A. Butman, both hereunto duly authorized as hereinbefore set forth, this first day of July, 1914.

Boston and Worcester Street Railway Company
By William M. Butler
President
George A. Butman
Treasurer

Boston and Worcester Street Railway Company
Incorporated
1901

Commonwealth of Massachusetts

Suffolk, ss. Boston July 1, 1914

Then personally appeared the above-named William M. Butler, President of the Boston and Worcester Street Railway Company, and George A. Bateman, Treasurer of said Company, and acknowledged the foregoing instrument to be the free act and deed of said Boston and Worcester Street Railway Company,

Before me,

James F. Bacon
Notary Public.

"A"

Certified Copy of Vote adopted at special Meeting of Board of Directors held June 11, 1914.

"Voted: That the President and the Treasurer of the Boston and Worcester Street Railway Company be, and they hereby are, authorized and directed forthwith to execute, acknowledge and deliver in the name and on behalf of said Company to the American Trust Company, formerly the American Loan and Trust Company, Trustee under the indenture of first Mortgage dated July 27, 1903 (but for purposes of reference in the bonds therein described, dated the first day of August, 1903), a supplemental mortgage indenture, conveying to said American Trust Company as Trustee upon the trusts set forth in said indenture of first mortgage of July 27, 1903, all property, real and

personal, rights, privileges, franchises and appurtenances now owned or which may hereafter be acquired by said Boston and Worcester Street Railway Company, including without limiting the generality of the foregoing, all property acquired by said Boston and Worcester Street Railway Company since the execution and delivery by it of the original indenture of first mortgage dated July 27, 1903, and supplemental mortgages dated June 29, 1904, January 27, 1910, March 23, 1911, and October 23, 1912 respectively, and now owned by said Boston and Worcester Street Railway Company, together with all stations, warehouses, power houses, machine shops, bridges, buildings, structures, approaches, works, privileges, easements and appurtenances to or with the said premises or any part thereof, appertaining or enjoyed; and further that the said supplemental mortgage indenture hereby authorized, be in such form as the President and the Treasurer of said Boston and Worcester Street Railway Company shall approve, their signatures thereto to be a sufficient approval and identification thereof."

Certificate

Boston July 1st, 1914.

I, George A. Buttrick, the duly elected and qualified Clerk of the Boston and Worcester Street Railway Company, hereby certify that the foregoing is a true copy of a vote unanimously adopted at a special meeting of the Board of Directors of said Boston and Worcester Street Railway Company, duly called and held June 11, 1914, a quorum being present and participating

in said meeting.

George A. Bateman
Clerk of Boston and Worcester
Street Railway Company.

A true copy, Attest:
Charles H. Hunton
Town Clerk

Received and Recorded
10-30 A. M. July 7, 1914

Albert E. Hutt to Deerfoot Farm Co.

Know all men by these presents That I, Albert E. Hutt of the Town of Southboro, County of Worcester, and Commonwealth of Massachusetts for and in consideration of One Hundred Dollars to me in hand paid by the Deerfoot Farm Company of the Town of Southboro, County of Worcester, and Commonwealth of Massachusetts aforesaid do sell and convey to the said Deerfoot Farm Company the following goods and chattels, to wit:-

Black horse	Beauty
Gray horse	Ginger
Brown horse	Chub

Warranted free of incumbrance and against any adverse claims: Upon condition, that if the said Albert E. Hutt, pay to the said Deerfoot Farm Company One Hundred Dollars and interest in three months, agreeable to a promissory note of this date, for that sum, payable to the said Deerfoot Farm Company or order on demand with interest this deed shall be void otherwise in full force and effect.

The aforesaid parties agree, That until the condition of this instrument is broken, the said property may remain in possession of the said Albert E. Hutt, but after condition is broken the said Deerfoot Farm Company may at their pleasure take and remove the same and may enter into any building or premises of the said Albert E. Hutt for that purpose.

Witness our hands and seals this twenty first day of September A.D. 1914.

Albert E. Hutt (L.S.)

Sealed and delivered in the presence of:-

Seth H. Howes

Received Dec 21, 1914
Deerfoot Farm Co
A true copy, Attest: S. H. Howes
Chas. H. Newton Town Clerk

Rec'd and Recorded 10 A.M. Sept 21, '14

A true copy Attest: Charles H. Newton Town clerk

Flora A. Gilmore,
to
Eliza L. Bassett

Know all men by these Presents that I, Flora A. Gilmore formerly of Southborough Massachusetts, now of Oakham, Massachusetts the mortgagee named in a certain mortgage of personal property given by Axel Swenson of Worcester Mass. to me dated June 8th A.D. 1912, and recorded in the records of the Town of Southborough with the records of mortgages of personal property, book 5 page 528, do hereby acknowledge that I have received from Eliza L. Bassett of Southborough Massachusetts, present owner of the premises named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof I do hereby cancel and discharge said mortgage and release and quitclaim unto the said Eliza L. Bassett the personal property thereby conveyed.

In witness whereof, I hereunto set my hand and seal this ninth day of June A.D. 1914.

Signed and sealed in the presence of Winfield Temple } Flora A. Gilmore (L.S.)

Received and Recorded
9 A.M. Nov. 26, 1914

A true copy, Attest:
Chas. H. Wilson
Town Clerk

Luella E. Bassett
to
Charlotte J. Blake

Know all men by these Presents
that I, Luella E. Bassett of Southborough in the County of Worcester and Commonwealth of Massachusetts in consideration of fifteen hundred dollars paid by Charlotte J. Blake of Duxbury in the County of Plymouth in said Commonwealth
the receipt whereof is hereby acknowledged do hereby grant, sell, transfer, and deliver unto the said Charlotte J. Blake the following goods and chattels, namely:
1 Bay Mare; 1 brown Gelding; 1 bay Gelding; 1 double heavy Harness; 2 single Harnesses; 1 Depot Wagon; 2 tip Carts; 1 Express Wagon; 1 single Wagon; 1 hay-rick; 1 sled; 1 Cutter; 1 Runabout Phaeton; 11 Cows; 1 bull; 2 Two year olds; 2 Yearlings; 4 calves; 100 fowl; 9 shoats; 2 sows; 15 pigs; 1 Mowing-Machine; 1 Hay Tedder; 1 Hay Rake; 2 Cultivators; 2 Plows; 1 American Harrow; 1 Fertilizer Distributor; 1 Horse Hoe; 1 Root Cutter; 1 Hay Cutter; 2 Extension Ladders; 1 Power Saw; 1 Spray Pump, 20 Tons of Hay; 30 tons of Silage; 20 Cords of Manure
Together with all and singular the hand tools and farming utensils now located and situated on Farm known as "Broadlands" in that part of Southboro in the County of Worcester, known as Southhill, and together with all and singular the household furniture and personal property of every name and nature in or upon said premises, or which may be hereafter substituted therefor or added thereto.
To have and to hold all and singular the said goods and chattels

to the said Charlotte J. Blake and her executors, administrators, and assigns, to their own use and behoof forever.

And I hereby covenant with the vendee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances, that I have good right to sell the same as aforesaid; and that I will Warrant and defend the same against the lawful claims and demands of all persons

Provided nevertheless that if I, or my executors, administrators, or assigns shall pay unto the vendee, or her executors, administrators, or assigns, the sum of Fifteen-Hundred Dollars ($1500.00) in one year from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than Fifteen Hundred dollars for the benefit of the vendee and her executors, administrators, and assigns, in such form and in such Insurance Companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on Mesne process, and shall not, except with the consent in writing of the vendee or her representatives, attempt to sell or to remove from the place where the same now are the same or any part thereof - then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing condition, the vendee, or her executors, administrators, or assigns may sell the said goods

and chattels at public auction, first giving five days notice in writing of the time and place of sale to me or my representatives, or publishing such notice once a week for three successive weeks in some one newspaper published in said Worcester County, and out of the money arising from such sale the vendee or her representatives shall be entitled to retain all sums then secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred or sustained by her then in relation to said property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to me or my executors, administrators, or assigns.

And it is agreed that the vendee, or her executors, administrators, or assigns, or any person or persons in their behalf, may purchase at any sale made as aforesaid; and that until default in the performance or observance of the conditions of this deed I and my executors, administrators, and assigns, may retain possession of the above mortgaged property and may use and enjoy the same, but after such default, the vendee or those claiming under me may take immediate possession of said property and for that purpose may, so far as I can give authority therefor, enter upon any premises on which said property or any part thereof may be situated, and remove the same therefrom.

In witness whereof I the said Luella E. Bassett hereunto set my hand and seal this twenty-third day of November in the

year one thousand nine hundred and fourteen
Signed and sealed in presence of
Ray Cameron
} Luella E. Bassett (LS)

Received and Recorded
9 A. M. Nov. 26, 1914.

A true copy, Attest:
Chas. H. Newton
Town Clerk

$1500.00 Boston Mass. Nov 23, 1914.

For Value Received I Luella E. Bassett promise to pay to Charlotte P. Blake or order, the sum of Fifteen Hundred Dollars ×/100 in one year from this date, with interest to be paid semi-annually at the rate of six per centum per annum during said term and for such further time as the said principal sum, or any part thereof, shall remain unpaid.

Signed in presence of
} Luella E. Bassett

Received and Recorded
9 A.M. Nov. 26, 1914

A true copy, Attest:
Chas. H. Newton
Town Clerk

Albert E. Hutt
to Deerfoot Farm Co.

Know all men by these presents.

That I, Albert E. Hutt of the Town of Southboro, County of Worcester, and Commonwealth of Massachusetts, for and in consideration of One Hundred Dollars to me in hand paid by the Deerfoot Farm Company of the Town of Southboro, County of Worcester, and Commonwealth of Massachusetts aforesaid do sell and convey to the said Deerfoot Farm Company the following goods and chattels, to wit:—

Black horse, Beauty
Brown horse, Chub

Warranted free of incumbrance and against any adverse claims:— Upon conditions, that is the said Albert E. Hutt pay to the said Deerfoot Farm Company One Hundred Dollars and interest in three months, agreeably to a promisory note of this date, for that sum, payable to the said Deerfoot Farm Company on order on demand with interest this deed shall be void, otherwise in full force and effect.

The aforesaid parties agree, That until the condition of this instrument is broken, the said property may remain in possession of the said Albert E. Hutt but after condition broken the said Deerfoot Farm Company may at their pleasure take and remove the same and may enter into any building or premises of the said Albert E. Hutt for that purpose.

Witness our hands and seals this twenty ninth day of January A.D. 1915

A. E. Hutt

Sealed and delivered in the presence of,
Seth H. Forbes

Received and Recorded 4-30 P.M. Jan. 30 1915
A true copy, Attest:
Charles H. Marston
Town Clerk

William A. Gould
to
Parker N. Ulman

Know all men by these Presents
That I William A. Gould of Southborough in the county of Worcester for a valuable consideration, to me paid by Parker N. Ulman of said Southborough, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said Parker N. Ulman all claims and demands (which I now have and all) which within a period of sixo months from the date hereof I may and shall have against my present employer and against any person whose employ I shall hereafter enter and especially the Town of Southborough [for all sums of money due and] for all sums of money and demands which at any time within said period may and shall become due to me, for services as Highway Surveyor to have and to hold the same to the said Parker N. Ulman, his executors, administrators and assigns, to secure a debt -

(1) of one hundred and twenty-five dollars [with interest thereon from March first 1915 at the rate of sixo per cent. per annum], for money [or goods] actually furnished by the assignee amounting to one hundred and twenty-five dollars.

(2) Contracted prior to the execution of this assignment. [or contracted simultaneously with the execution of this assignment.]

In witness whereof, I have set my hand this twenty-second

day of March 1915.

Signed and delivered in presence of Francis V. Newton } William A. Gould (L.S.)

Received and Recorded 6-30 A.M. May. 22 1915.

A true copy Attest:
Chas H. Newton
Town Clerk

Paulina Freeman et al
to
Charles L. and Mary L. Paine

Know all men by these presents that we, Paulina Freeman, Louise Freeman now married and known as Louise Freeman Stone, and Elizabeth Freeman, now married and known as Elizabeth Freeman Peirce, Mortgagee named in a certain mortgage of personal property given by Charles L. and Mary L. Paine to said Paulina Freeman et al dated October 14th, 1898, and recorded with the records of mortgages of personal property in the records of the City Clerk of Everett, Book 19, page 64, and with the records of the City Clerk of Boston, Book 926, page 71, and with the records of the Town Clerk of Southborough, Book 5, page 209, do hereby acknowledge that we have received from said Charles L. and Mary L. Paine, the mortgagors named in said mortgage, full payment and satisfaction of the debt secured thereby; and in consideration thereof we do hereby cancel and discharge said mortgage and release and quitclaim unto the said Charles L. and Mary L. Paine the personal property thereby conveyed

In witness whereof, we hereunto set our hands and seals this thirtieth day of March, A. D. 1915.

Signed and sealed in presence of
John H. Stone

Paulina Freeman
Louise F. Stone
Elizabeth Freeman Peirce

L.S.
L.S.
L.S.

Received and Recorded 9 a.m. Mar. 31 1915

A true Copy, Attest:
Charles H. Newton
Town Clerk

Silas G. Allen & M. Alice Allen
to
Edwin Farwell

Know all men by these presents that We, Silas G. Allen and Wife M. Alice Allen of Southboro in the County of Worcester and Commonwealth of Massachusetts, grantors, in consideration of Two Hundred and one dollars, paid by Edwin Farwell, his successors and assigns grantee of Natick, Mass., grant, sell and deliver to Edwin Farwell the following goods and chattels: All beds, bedding, musical instruments, ornaments, carpets, crockery, china, glass and silver ware, and every article of household furniture, and all other household goods, now or during the continuance of this mortgage owned by us, and now located on premises occupied by us, in said Southboro or on such other premises as we may hereafter occupy. The said personal property hereby conveyed is more specifically described as hereinafter given, but is intended to be hereby conveyed, if not mentioned or described in detail.

Laffargue Upr. Piano #32655 and Piano Stool, Art Square, 5 piece Mahogany Parlor Suite consisting of Divan, 2 Chairs Arm Chair, Standard Rocker, all upholstered in Green, Mahog. Music Cabinet, 3 pair Lace Curtains, B.W. Table with Marble Top, Portiers, B.W. Table, B.W. Sideboard, Spring Couch, Art Square, Morris Chair and cushions, Champion Parlor Stove, 6 Dining Room Chairs, 2 Chairs Extension Dining Table, Bureau, Singer Sewing Machine #Y430158, Magee Range, Desk, Hall Rock,

Hair cloth Sofa, Wood Bed, Bureau with Mirror, Commode, Arm Rocker, Divan, 2 White Rockers, Mirror with Gilt Frame, 2 stands, Bureau with mirror, Iron Bed, Cot Bed, Clothes Closet, Wood Bed, 2 Bureaus, Iron Bed, Bureau with Mirror and Marble Shelves, Commode with Marble Top, Victor Oak Parlor Stove, all contained in premises occupied by us on Watsoguana Street in Southboro, Mass.

To have and to hold to the grantee to its own use forever, and we covenant with grantee that we own said goods and chattels free from encumbrances

Provided, that if we shall pay the grantee Two hundred and one dollars in four months from this date, of which Nil. dollars it is hereby agreed is the actual expense of making and securing the loan; shall pay interest thereon, monthly, at the rate of Three per cent. per month until paid in full, and shall pay at least _____ dollars each month on the principal, as specified in note of even date, and shall perform all agreements of this mortgage; shall keep said goods and Chattels insured against fire in a sum not less than the amount of this mortgage for the benefit of the grantee; shall pay to the grantee any sums which it may pay for insurance; shall not suffer them or any part thereof to be attached on mesne process, nor waste, sell or remove the same from aforesaid

premises, without a written permission from said grantee, then this deed as also the aforesaid note shall be void.

But upon Breach of foregoing conditions or any of them the grantee may sell all or any of said goods and chattels at public auction, provided the grantors shall be notified in the manner provided in Section five of Chapter one hundred and ninety-eight of the Revised Laws of the time and place of any such sale to be made in foreclosure proceedings, at least seven days before such sale. Upon sale, the grantee shall retain all sums then secured by this mortgage, then or thereafter payable, rendering the surplus, if any, to the grantors, and holding the grantors to pay any balance due thereon.

It is agreed that we will keep the condition of this mortgage; that upon breach of the condition, or upon any loss by fire or otherwise of any of the property herein mentioned, all sums hereby secured, with interest to such time, shall become due and payable; that the property is conveyed under this mortgage, under the conditions and agreements hereof further to secure the grantee for any other sums that are or may become due to it from us, besides those above described, which it is agreed include all reasonable costs, expenses and counsel fees in any way incurred by it and sums paid to discharge any

legal claims of third persons affecting the same; that the grantee may purchase at any sale; that after default in the condition hereof, the grantee may take possession of said property, and for that purpose may enter forcibly, if necessary, and without being guilty of any tort or liable in any way therefor, any premises on which any of said property may be situated, and remove the same therefrom; or may as aforesaid, at all reasonable times before or after such default, enter any such premises for the purpose of inspecting the above mortgaged property. The assigns of each party shall have all benefits and be subject to all burdens of such party under this mortgage.

In witness whereof, We the said Silas G. Allen and wife M. Alice Allen hereunto set our hand and seal this 31st day of March 1915.

Silas G. Allen
M. Alice Allen

Received and Recorded
3 P.M. Apr. 1 1915

A true Copy, Attest:
Charles H. Newton
Town Clerk

John Sealey to D Clinton Nichols

Know all men by these presents that I, John Sealey of Southborough, Worcester County, Massachusetts, in consideration of Three Hundred Seventy-five dollars paid by D. Clinton Nichols of said Southborough the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said D. Clinton Nichols the following goods and chattels, namely; All my stock in trade, and tools used by me in my blacksmith business and contained in my blacksmith shop in said Southborough, some of the articles being two anvils, tire setting machine, shears for cutting iron punch, drills, two electric motors, buz planer, band saw, and each and every article and tool used by me in said business:- also intending that this mortgage shall cover all afterward acquired stock, iron, bolts, shoes, calks, and so forth, which I may purchase, the same as if now contained in said shop.

To have and to hold all and singular the said goods and chattels to the said D. Clinton Nichols and his executors, administrators and assigns, to their own use and behoof forever.

And I hereby covenant with the grantee that I am the lawful owner of the said goods and chattels; that they are free from all incumbrances that I have good right to sell the same as aforesaid; and that I will Warrant and defend the same

against the lawful claims and demands of all persons;

Provided nevertheless that if I, or my executors, administrators, or assigns, shall pay unto the grantee or executors, administrators, or assigns the sum of Three hundred seventy-five dollars on demand from this date, with interest as stated in a note of even date signed by me, and until such payment shall keep the said goods and chattels insured against fire in a sum not less than _____ dollars for the benefit of the grantee and executors, administrators, and assigns, in such form and in such insurance companies as they shall approve; shall not waste or destroy the said goods and chattels, nor suffer them or any part thereof to be attached on mesne process, and shall not except with the consent in writing of the grantee or ~~representatives~~ attempt to sell or to remove from said Southborough, except in usual course of trade the same or any part thereof, — then this deed, as also the aforesaid note, shall be void.

But upon any default in the performance or observance of the foregoing conditions, the grantee, or his executors, administrators, or assigns, may sell the said goods and chattels at public auction, first giving 30 days notice in writing of the time and place of sale to me or my representatives, or

RECORD'S PRESERVATION

"Funded by the Southborough Community Preservation Act"

TREATMENT REPORT
October 2007

TOWN RECORDS 1894-1932 SOUTHBOROUGH, MA

Condition on receipt: Book previously rebound. Paper acidic, weak, torn and chipped at edges.

Treatment: Book dismantled and binding materials removed. Gross tears mended with Japanese tissue or Crompton heat set tissue. Paper deacidified using magnesium oxide. Sheets encapsulated in archival grade polyester envelopes. Envelopes bound in three record binders.

BROWN'S RIVER RECORDS PRESERVATION SERVICES ESSEX, VT